

NATIONAL BANK OF PAKISTAN

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS.

STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF GENERAL GOODS

Bidding Opening Procedure: PPRA Rule 36 (a)

INVITATION TO BIDS
INSTRUCTIONS TO BIDDERS
BID DATA SHEET
ELIGIBLE COUNTRIES
SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS
STANDARD FORMS & PRICE SCHEDULES
GENERAL CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT
CONTRACT FORMS
CHECKLIST & ATTACHMENTS

(For the purpose of this tender, all references to manual processes and manual submission of tender/bid should be deemed to have been replaced with the processes and procedures in pursuant to E-Pak Acquisition & Disposal System (EPADS) and defined in E-PAK Procurement Regulation, 2023.)

This completed Bidding Documents; along with Bid Security Instrument and all necessary documents for the responsiveness of the bid as specified in the bidding documents; shall be submitted / uploaded on PPRA's EPADS Portal; before close of bid submission time.

JULY 2025

Standard Bidding Documents for Procurement of General Goods

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **This Section contains provisions that are to be used without modifications.**

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Schedule of Requirements & Technical Specifications

This Section includes the details of specifications for the goods to be procured and schedule of requirements.

Section VI - Standard Forms of Bid

This Section includes the standard forms for Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. **This Section contains provisions that are to be used without modifications.**

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format, provided the Contract Value is above Rs.10 M)

PART-C - CHECKLIST AND ATTACHMENTS

This Part contains list of requirements to be fulfilled and documents to be submitted by the bidder to comply the bid.

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PART-A BIDDING PROCEDURE & REQUIREMENTS

SECTION-I INVITATION TO BIDS

NATIONAL BANK OF PAKISTAN



PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS.

Invitation to Bids

- 1. This Invitation to Bids follows the Procurement Notice for the subject Project/Procurement which appeared on **NBP** and **PPRA** Websites.
- 2. The National Bank of Pakistan has reserved the funds for the procurement planned during the financial year 2025
- 3. . It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the aforesaid procurement.
- 4. The National Bank of Pakistan; now invites bids from eligible Suppliers for Procurement of Inverter Type Air-Conditioners with related Services; **through EPADS only.**
- 5. This is a "Single Stage-One Envelope Bidding Procedure" as per Rule 36 (a) of Public Procurement Rules 2004 under PPRA and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders.
- 6. All bids must be accompanied by a scanned Copy of Bid Security in the form of a Banker's Cheque or Payment Order or Bank Guarantee in the amount of RS.550,000/-. The ORIGINAL BID SECURITY MUST be submitted to the National Bank of Pakistan any time before the Closing time of Bid Submission, failing which the bid shall be rejected.
- 7. The original bid, along with all the required documents as stated in the bidding documents; properly filled in, must be submitted ONLY through e-Pak Acquisition & Disposal System (EPADS) at or before 11:00 AM dated: 28 July 2025. The bids will be opened promptly thereafter on EPADS at 11:30 AM the same day, and in the presence of the bidders' representatives who choose to attend in the opening at the under mentioned address.

Divisional Head,
Procurement Division,
Logistics Communications & Marketing Group,
3rd Floor, NBP Head Office Building,
I.I Chandigarh Road, Karachi



NATIONAL BANK OF PAKISTAN INVITATION FOR BIDS

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS.

National Bank of Pakistan, a leading commercial bank of the country invites sealed bids from the experienced constructors for aforesaid works. The interested bidder who complies with the following eligibility criteria may participate in the bidding.

- 1) The Supplier should have Proof of three (03) similar nature of Contract with Supply and installation of Wall Mounted or Floor Standing Air-Conditioners; performed during last three (03) years of worth not less than Rs. One Million.
- 2) Valid Manufacturer's Authorization Document for the offered goods in favor of the bidder, provided bidder is not the Manufacturer.
- 3) An active status on FBR Active Taxpayer List.
- 4) An active status on Provincial Active Taxpayer List.
- 5) Affidavit that the firm has not been blacklisted in past by Govt./ Semi Govt.

Bidding documents, containing detail terms and conditions, etc. are available electronically and can be downloaded from National Bank of Pakistan (NBP) website www.nbp.com.pk/TENDER as well as from EPADS-PPRA web site www.eprocure.gov.pk free of cost.

The National Bank of Pakistan; now invites bids from eligible Suppliers for Procurement of Split type Wall Mounted or Floor Standing Air-Conditioners with related Services and Bids should be submitted electronically ONLY through EPADS. Manual submission of bids is NOT allowed. For registration and training on EAPDS or in case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.

This is a "Single Stage-One Envelope Bidding Procedure" as per Rule 36 (a) of Public Procurement Rules 2004 under PPRA and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders.

All bids must be accompanied by a scanned Copy of Bid Security in the form of Banker's Cheque or Payment Order or Bank Guarantee. The ORIGINAL BID SECURITY MUST be submitted to the National Bank of Pakistan any time before the Closing time of Bid Submission, failing which the bid shall be rejected.

The original bid, along with all the required documents as stated in the bidding documents; properly filled in, must be submitted ONLY through e-Pak Acquisition & Disposal System (EPADS) at or before 11:00 AM dated: 28 July, 2025. The bids will be opened promptly thereafter on EPADS at 11:30 AM the same day, and in the presence of bidders' representatives who choose to attend the opening at the below mentioned address.

Divisional Head,
Procurement Division,
Logistics Communications & Marketing Group,
3rd Floor, NBP Head Office Building,
I.I Chandigarh Road, Karachi



SECTION-II INSTRUCTIONS TO BIDDERS (ITBs)

A - INTRODUCTION

1. Scope of Bid	.1.1.	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) hereinafter referred to as "NBP" invites Bids for the provision of Goods as specified in the BDS and Section V – Schedule of Requirements & Technical Specifications . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS . Bidders must quote for the complete Scope of the Works as per Appendix A to Bid and details
	.1.2.	of works specified in the Bill of Quantities. Any Bid not covering complete Scope of the Works will be declared as "non-responsive" and will be "Rejected" readily In pursuant to Sub Clause ITB.1.1, the successful bidder i.e. the "Most Advantageous Bidder";
	.1.3.	to be declared in accordance to Clause ITB.34 will be expected to complete the Works within the Completion Period as specified in BDS.
2. Sources of Funds	2.1	Sources of funds is referred in Clause-2 of Invitation to Bids
ruius	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. (The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the NBP .
3. Eligible	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
Bidders	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the NBP and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the NBP along with their bid, however, the final award will be subject to the complete registration process.

		A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of
		interest shall be disqualified. A Bidders may be considered to have a conflict of interest
		with one or more parties in this Bidding process, if they:
		a) are associated or have been associated in the past, directly or indirectly with a firm or
		any of its affiliates which have been engaged by the NBP to provide consulting
		services for the preparation of the design, specifications and other documents to be
		used for the procurement of the goods to be purchased under this Invitation for Bids.
	3.7	b) have controlling shareholders in common; or
		c) receive or have received any direct or indirect subsidy from any of them; or
		d) have the same legal representative for purposes of this Bid; or
		e) have a relationship with each other, directly or through common third parties, that puts
		them in a position to have access to information about or influence on the Bid of
		another Bidder or influence the decisions of the NBP regarding this Bidding process.
		"OR"
		A Bidder may be ineligible if — a) he is declared bankrupt or, in the case of company or firm, insolvent.
		b) payments in favor of the Bidder is suspended in accordance with the judgment of a court
		of law other than a judgment declaring bankruptcy and resulting (in accordance with the
		national laws) in the total or partial loss of the right to administer and dispose of its
		property;
		c) legal proceedings are instituted against such Bidder involving an order suspending
	3.8	payments and which may result, in accordance with the national laws, in a declaration
	0.0	of bankruptcy or in any other situation entailing the total or partial loss of the right to
		administer and dispose of the property.
		d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct.
		e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and
		fraudulent practices, or performance failure or due to breach of bid securing declaration.
		f) The firm, supplier and contractor is blacklisted or debarred by a foreign country,
		international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the NBP evidence of their eligibility, proof of compliance with the
	3.9	necessary legal requirements to carry out the contract effectively.
	2.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the
	3.10	NBP, as the NBP shall reasonably request.
		Bidders shall submit proposals relating to the nature, conditions and modalities of sub-
	3.11	contracting wherever the sub-contracting of any elements of the contract amounting to
		the more than ten (10) percent of the Bid price is envisaged.
		All goods and related services to be supplied under the contract shall have their origin in
		eligible source countries, and all expenditures made under the contract will be limited to
	4.1	such goods and services. For purpose of this Bid, ineligible countries are stated in the
4. Eligible		section-4 titled as "Eligible Countries".
Goods &		
		For purposes of this Clause, "origin" means the place where the goods are
Related	4.3	mined, grown, cultivated, produced, manufactured, or processed, or through manufacture,
Services	4.2	procession, or assembly, another commercially recognized article results that differs
		substantially in its basic characteristics from its imported components or the place from
N .		where the related services are/to be supplied.
Bank A LOI	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and
TO BE SEED OF THE		

SECTION II – INSTRUCTIONS TO BIDDERS (ITB) A – INTRODUCTION

		services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the
	4.4	country- of - or igin declarations included in the Form of Bid.
		If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by
	4.5	the manufacturer of the goods to deliver in Pakistan (or in respective country in case of
		procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
	F 1	A bidder shall submit only one Bid, in the same bidding process, either individually as a
	5.1	Bidder or as a member in a joint venture or any similar arrangement.
5. One Bid per	F 2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of
Bidder	5.2	a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding
	5.5	process.
		The Bidder shall bear all costs associated with the preparation and submission of its Bid,
	6.1	and the NBP shall in no case be responsible or liable for those costs, regardless of the
		conduct or outcome of the bidding process.
		Since it is mandatory to submit the bidding documents only by uploading on the PPRA's
6. Cost of	6.2	EPADS Portal; it is understood that the bidder will do so through his registered EPADS
Bidding		account; and such action will bind and commit the bidder to own his respective
		submission
		However; the Employer may ask the bidder; to submit necessary authorization letter or power
	6.3	of attorney or any other documentary proof/evidence for the authorized Signatory of the Bid;
		if require during the preliminary examination and evaluation of the bids.

B – BIDDING DOCUMENTS

inspection The number of copies to be completed and returned with the Bid is specified in the	7. Contents of Bidding Documents	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Volume-I Section I - Invitation to Bids Section III Instructions to Bidders (ITB) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section VI Standard Forms of Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (GCC) Section IX Contract Forms a) Bid Security or Form of Bid Security Guarantee b) Undertaking / Affidavit for Non-Blacklisting, litigation details etc. c) Form of Performance Security d) Form of Contract Agreement e) Form of Integrity pact f) Form for Declaration of Beneficial Ownership Information g) Technical Evaluation Criteria and desired documents (mentioned therein) Volume-II a) Letter of Financial Bid b) Appendix D - Schedule of Prices / Bill of Quantities (BOQ) The bidders are advised to visit and examine the Site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering a contract for execution of the Works. All cost in this respect shall be at the bidder's own expense. The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such
BDS.		any other loss, damage, costs and expenses incurred as a result of such inspection The number of copies to be completed and returned with the Bid is specified in the

	7.3	The NBP is not responsible for the completeness of the Bidding Documents and their addenda, if they were not downloaded from the website of the NBP or EPADS.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the NBP ; in writing through EPADS that provides record of the content of communication at the NBP 's address indicated in the BDS .
8. Clarification of Bidding Documents	8.2	The NBP will within Three (03) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than Three (03) working days prior to the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the NBP's response will be forwarded to all identified Prospective Bidders through an identified source of communication i.e. EPADS, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PPRA, the response of all such queries will also be available on the same link available at the website. – Note: All responses will only be processed through EPADS.
	8.4	Should the NBP deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.
	9.1	Before the deadline for submission of Bids, the NBP for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not properly downloaded by the bidder from the PPRA's EPADS Portal or the bidder has failed to upload the completed bidding documents along with other necessary documents as specified in the bidding documents on the PPRA's EPADS Portal.
	9.3	The number of copies to be completed and returned with the Bid is specified in the BDS
9. Amendment of Bidding Documents	9.4	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the NBP. The NBP shall promptly publish the Addendum at the NBP's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
Φ, Φ	9.5	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the NBP may, at its discretion, extend the deadline for the submission of Bids:

SECTION II – INSTRUCTIONS TO BIDDERS (ITB) B – BIDDING DOCUMENTS

		Provided that the NBP shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) working days of the Bid submission deadline.
	10.1	Any prospective bidder requiring any clarification(s) in the Bidding Documents may notify the Employer in writing through PPRA's EPADS Portal. The Employer within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing through PPRA's EPADS Portal to any request for clarifications, provided that such notifications/requests is received not later than number of days as specified in the BDS prior to the deadline for the submission date of Bids as prescribed in Notice for Invitation for Bids
	10.2	Employer's response(s) to the clarification(s); will be made available to all the identified prospective bidders at PPRA's EPADS Portal; including a description of the inquiry, but without identifying its source; as per PPRA's policy
10 Clarification of	10.3	If a Pre-Bid Meeting is proposed for the prospective bidders, then the place, date and time will be mentioned in the Notice for Invitation for bids. The Bidder's designated representative is invited at the Bidder's cost to attend. The purpose of the meeting will be to clarify issues and answer questions on the technical requirements, Evaluation Criteria or any other aspects of the bidding documents
10. Clarification of Bidding Documents & Pre-Bid Meeting	10.4	Minutes of the pre-Bid meeting, if held in pursuant to Sub Clause ITB.10.3, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on PPRA's EPADS Portal
	10.5	Any modifications to the Bidding Documents listed in Sub Clause ITB 9.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the Employer exclusively through the use of an Addendum following the procedure under Clause ITB.11. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder
	10.6	Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The detail of GRC is given on the PPRA Website: http://ppra.org.pk .

C – PREPARATION OF BIDS

	11.1	At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder or resulted due to discussions made during the pre-Bid meeting, modify the Bidding Documents by issuing addendum. Such amendments shall take precedence over the existing bidding documents.
11. Amendment of Bidding Documents	11.2	Any addendum thus issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to Sub Clause ITB.11.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication. The Employer shall promptly publish the Addendum at PPRA's EPADS Portal or at its Website: http://www.nbp.com.pk as well Provided that the bidder who had either already submitted their bid on PPRA's EPADS Portal prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline; provided the PPRA's EPADS Portal allow him to do so
	11.3	The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum have been taken into account by the Bidder in its bid.
	11.4	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for the submission of Bids in accordance with Clause ITB.25, consistent with the provisions under Rule 27 of PPR-2004. Provided that the Employer shall extend the deadline for submission of Bid, if such an addendum is issued within last number of days (as specified in the BDS) prior to the Bid submission deadline
12 Language of Bid	12.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the NBP shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation
	A	of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
13. Documents and Samples(s) Constituting the Bid	13.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that

		C – PREPARATION OF BIDS
		the Bidder is eligible and/or qualified for the subject bidding process.
		d) Documentary evidence established in accordance with ITB 13.3(a)
		that the Bidder has been authorized by the manufacturer to deliver
		the goods into Pakistan, where required and where the supplier is
		not the manufacturer of those goods.
		e) Documentary evidence established in accordance with ITB 12 that
		the goods and related services to be supplied by the Bidder are
		eligible goods and services, and conform to the Bidding Documents.
		f) Bid security or Bid Securing Declaration furnished in accordance with
		ITB 18;
		g) Duly Notarized Power of Attorney authorizing the signatory of the
		Bidder to submit the bid; and
		h) Any other document required in the BDS .
		Where a sample(s) is required by a NBP , the sample shall be:
		a) submitted as part of the bid, in the quantities, dimensions and other details
		requested in the BDS ;
	13.2	b) carriage paid;
		c) received on, or before, the closing time and date for the submission of bids;
		d) evaluated to determine compliance with all characteristics listed in
		the BDS.
		The NBP shall retain the sample(s) of the successful Bidder. A NBP shall
		reject the Bid if the sample(s)-
	13.3	a) do(es) not conform to all characteristics prescribed in the bidding
		documents; and b) is/are not submitted through EPADS within the specified time clearly
		mentioned in the Bid Data Sheet.
		Where it is not possible to avoid using a propriety article as a sample, a Bidder
	4.5	shall make it clear that the propriety article is displayed only as an example of
	13.4	the type or quality of the goods being Bided for, and that competition shall not
		thereby be limited to the extent of that article only.
	13.5	Samples made up from materials supplied by a NBP shall not be returned to a
		Bidder nor shall a NBP be liable for the cost of making them. All samples produced from materials belonging to an unsuccessful Bidder shall be
		kept by the NBP till thirty (30) calendar days from the date of award of contract
	13.6	or exhaust of all the grievance forums (including those pending at Authority's Level
		or in some Court of Law).

14. Documents Establishing Eligibility of Goods and	14.1	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
Related Services and Conformity to Bidding	14.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
Documents	14.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) detailed description of the essential technical specifications and performance characteristics of the Goods.
	И	 b) an item-by-item commentary on the NBP's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. c) any other procurement specific documentation requirement as stated in the BDS.
	14.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the NBP.
	14.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the NBP in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the NBP's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	14.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
15. Documents Establishing Eligibility and Qualification of	15.1	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
the Bidder	15.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the NBP that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	15.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of NBP that: a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been

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		duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan.
		 b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.
		C) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
		d) that the Bidder meets the qualification criteria listed in the BDS .
16. Form of Bid	16.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
17. Bid Prices	17.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	17.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items
	17.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that:
		a) where there is only one (substantially) responsive bidder, or
		b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the NBP may fix the price of missing items in accordance with market survey,
		and the same shall be considered as final price.
	17.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	17.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	17.6	Prices indicated on the Price Schedule shall be entered separately in the following manner:
		a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad):
	1	 i) the price of the goods quoted EXW (ex-works, ex-factory, ex- warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
		A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or
		B. on the previously imported goods of foreign origin quoted ex-

		warehouse, ex-showroom, or off-the-shelf.
		ii) all applicable taxes which will be payable on the goods if the contract is awarded.iii) the price for inland transportation, insurance, and other local costs
		incidental to delivery of the goods to their final destination, if specified in the BDS .
		iv) the price of other (incidental or allied) services, if any, listed in the BDS .
		 b) For goods offered from abroad: i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the NBP's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.
		 iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS. v) the price of (incidental) services, if any, listed in the BDS.
	17.7	Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the NBP. This, shall not in any way limit the NBP's right to contract on any of the terms and conditions offered: - a) For Goods: -
		 i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and
N.	17.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	17.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
18. Bid Currencies	18.1	Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.

	18.2	b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	18.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	18.4	Bidders may be required by the NBP to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
	19.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the NBP. A Bid valid for a shorter period shall be rejected by the NBP as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
19. Bid Validity Period	19.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the NBP may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
	19.3	If the award is delayed by a period exceeding sixty (60) calendar days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
20. Bid Securing or Bid Securing Declaration	20.1	Pursuant to ITB 11, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the NBP and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms).
	20.2	The Bid Security or Bid Securing Declaration is required to protect the NBP against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9.
	20.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the NBP and valid for twenty-eight

	1	C - PREPARATION OF DIDS
		(28) calendar days beyond the end of the validity of the Bid. This shall also
		apply if the period for Bid Validity is extended. In either case, the form must
		include the complete name of the Bidder;
		b) a cashier's or certified cheque; or
		c) another security if indicated in the BDS
		The Bid Security or Bid Securing Declaration shall be in accordance with the Form
	20.4	of the Bid Security or Bid Securing Declaration included in Section VI (Standard
		Forms) or another form approved by the NBP prior to the Bid submission.
	20.5	The Bid Security shall be payable promptly upon written demand by the NBP in case
	20.5	any of the conditions listed in ITB 18.9 are invoked.
		Any Bid not accompanied by a Bid Security or Bid Securing Declaration in
	20.6	accordance with ITB 18.1 or 18.3 shall be rejected by the NBP as non-responsive,
		pursuant to ITB 28.
		Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as
		possible, however in no case later than thirty (30) calendar days after the
		expiration of the period of Bid Validity prescribed by the NBP pursuant to ITB
		17. The NBP shall make no claim to the amount of the Bid Security, and shall
		promptly return the Bid Security document, after whichever of the
		following that occurs earliest:
	20.7	a) the expiry of the Bid Security.
		b) the entry into force of a procurement contract and the provision of a
		performance security (or guarantee), for the performance of the contract
		if such a security (or guarantee), is required by the Biding documents.
		c) the rejection by the NBP of all Bids.
		d) the withdrawal of the Bid prior to the deadline for the submission of
		Bids, unless the Biding documents stipulate that no such withdrawal is
		permitted.
		The successful Bidder's Bid Security will be discharged upon the Bidder signing
	20.8	the contract pursuant to ITB 41, or furnishing the performance security (or
		guarantee), pursuant to ITB 42.
		The Bid Security may be forfeited, or the Bid Securing Declaration executed:
		a) if a Bidder:
		i) withdraws its Bid during the period of Bid Validity as specified by the NBP ,
	20.0	and referred by the bidder on the Form of Bid except as provided for
	20.9	in ITB 17.2 ; or
		ii) does not accept the correction of errors pursuant to ITB 30.3; or
		b) in the case of a successful Bidder, if the Bidder fails:
		i) to sign the contract in accordance with ITB 41; or
		ii) to furnish performance security (or guarantee) in accordance with ITB 42.
21. Alternative Bids	21.1	Bidders shall submit offers that comply with the requirements of the Bidding
by Bidders		Documents, including the basic Bidder's technical design as indicated in the
		specifications and Schedule of Requirements. Alternatives will not be considered.
		unless specifically allowed for in the BDS. If so allowed, ITB 19.2 shall prevail
	21.2	When alternative schedule for delivery of goods is explicitly invited, a statement
		of that effect will be included in the BDS as will the method for evaluating
	24.5	different schedule for delivery of goods.
	21.3	If so, allowed in the BDS , Bidders wishing to offer technical alternatives to the
		requirements of the Bidding Documents must also submit a Bid that complies
8		with the requirements of the Bidding Documents, including the basic technical
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SECTION II – INSTRUCTIONS TO BIDDERS (ITB) C – PREPARATION OF BIDS

		C - FREFARATION OF BIDS
		design as indicated in the specifications. In addition to submitting the basic Bid, the
		Bidder shall provide all information necessary for a complete evaluation of the
		alternative by the NBP , including technical specifications, breakdown of prices, and
		other relevant details. Only the technical alternatives, if any, of the Most
		Advantageous Bidder conforming to the basic technical requirements (without
		altering the bid price) shall be considered by the NBP.
22. Withdrawal,	22.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify
Substitution &		its Bid after it has been submitted through EPADS.
Modification of		
Bids	22.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
23. Format and	23.1	The Bidder shall prepare an original and the number of copies of the Bid as
Signing of Bid		indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate.
		In the event of any discrepancy between them, the original shall prevail:
		Provided that except in "Single Stage-One Envelope Bidding Procedure FIRST
		Envelope is only Technical and behalf of technical succession the 2 nd envelope will
		be opened.
	23.2	The original and the copy or copies of the Bid shall be typed or written in
		indelible ink and shall be signed by the Bidder or a person or persons duly
		authorized to sign on behalf of the Bidder. This authorization shall consist of a
		written confirmation as specified in the BDS and shall be attached to the Bid.
		The name and position held by each person signing the authorization must be
		typed or printed below the signature. All pages of the Bid, except for un-amended
		printed literature, shall be initialed by the person or persons signing the Bid.
	23.3	Any interlineations, erasures, or overwriting shall be valid only if they are
		signed by the person or persons signing the Bidder.



D – SUBMISSION OF BIDS (ELETRONICALLY ON EPADS)

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	24.1	In case of Single Stage-One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 (b) of PPR-2004. Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument.
	24.2	The inner and outer envelopes shall: a) be addressed to the NBP at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.
24. Sealing and Marking of Bids	24.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	244	 The inner and outer envelopes shall: a) be addressed to the NBP at the address provided in the Bidding Data. b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to ITB 23.1. c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24
	24.5	If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the NBP will assume no responsibility for the misplacement or premature opening of Bid.
25. Deadline for	25.1	Bids shall be received by the NBP no later than the date and time specified in the BDS.
Submission of Bids	25.2	The NBP may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the NBP and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
26. Late Bids	26.1	The NBP shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 .
	26.2	Any Bid received by the NBP after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
27. Withdrawal of Bids	27.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the NBP prior to the deadline for submission of Bids.
	27.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22.

E – OPENING AND EVALUATION OF BIDS

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28. Opening of Bids	28.1	The NBP will open all Bids through EPADS, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	28.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	28.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	28.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage-One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the NBP may consider appropriate, will be announced by the Procurement Evaluation Committee.
	28.6	In case of Single Stage Two Envelope Procedure, the NBP will open the Technical Proposals electronically through PPRA EPADS, in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the NBP until the specified time of their opening.
	28.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the NBP may consider appropriate.
	28.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	28.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the

		E – OPENING AND EVALUATIO OF BIDS
		sent Bidder's representative shall indemnify the NBP against any claim or failure to read out the correct information contained in the Bidder's Bid.
	28.10	No Bid will be rejected at the time of Bid opening except for late Bids uploaded through EPADS, pursuant to ITB 24.
	28.11	The NBP shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	28.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	28.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	28.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the NBP , shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders subject to redress of the grievances from all tiers of grievances.
	29.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
29. Confidentiality	29.2	Any effort by a Bidder to influence the NBP processing of Bids or award decisions may result in the rejection of its Bid.
	29.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the NBP on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
	30.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the NBP may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the NBP shall not be considered.
30. Clarification of Bids	30.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage-One Envelope Procedure, only the correction of arithmetic errors discovered by the NBP in the evaluation of Bids should be sought in accordance with ITB 31 .
	30.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) Evaluation & qualification criteria. b) Required scope of work or specifications. c) All securities requirements. d) Tax requirements. e) terms and conditions of bidding documents. f) change in the ranking of the bidder

		From the time of Bid opening to the time of Contract award if any Bidder wishes
	30.4	to contact the NBP on any matter related to the Bid it should do so in writing or in
		electronic forms that provide record of the content of communication.
		Prior to the detailed evaluation of Bids, the NBP will determine whether each Bid:
		a) meets the eligibility criteria defined in ITB 3 and ITB 4 .
		b) has been prepared as per the format and contents defined by the NBP in the
	31.1	Bidding Documents.
	31.1	c) has been properly signed.
		d) is accompanied by the required securities; and
		e) is substantially responsive to the requirements of the Bidding Documents.
		The NBP 's determination of a Bid's responsiveness will be based on the contents
		of the Bid itself.
		A substantially responsive Bid is one which conforms to all the terms, conditions,
		and specifications of the Bidding Documents, without material deviation or
		reservation. A material deviation or reservation is one that:
		a) affects in any substantial way the scope, quality, or performance of the Services.
	31.2	b) limits in any substantial way, inconsistent with the Bidding Documents, the NBP 's
		rights or the Bidders obligations under the Contract; or presenting substantially
		responsive Bids.
		c) if rectified, would affect unfairly the competitive position of other Bidders
		presenting substantially responsive Bids.
		The NBP will confirm that the documents and information specified under ITB 11,
	24.2	12 and 13 have been provided in the Bid. If any of these documents or information
	31.3	is missing or is not provided in accordance with the Instructions to Bidders, the Bid
		shall be rejected.
21 Dualiminary		The NBP may waive off any minor informality, nonconformity, or irregularity in a
31. Preliminary		Bid which does not constitute a material deviation, provided such waiver does not
Examination of		prejudice or affect the relative ranking of any Bidder.
Bids		Explanation: A minor informality, non-conformity or
		irregularity is one that is merely a matter of form and not of substance. It also
		pertains to some immaterial defect in a Bid or variation of a bid from the exact
		requirements of the invitation that can be corrected or waived without being
		prejudicial to other bidders. The defect or variation is immaterial when the effect
		on quantity, quality, or delivery is negligible when contrasted with the total cost or
	31.4	scope of the supplies or services being acquired. The NBP either shall give the bidder
		an opportunity to cure any deficiency resulting from a minor informality or irregularity
		in a bid or waive the deficiency, whichever is advantageous to the NBP . Examples of
		minor informalities or irregularities include failure of a bidder to –
		(a) Submit the number of copies of signed bids required by the invitation.
		(b) Furnish required information concerning the number of its employees.
		(c) the firm submitting a bid has formally adopted or authorized, before the date
		set for opening of bids, the execution of documents by typewritten, printed, or
		stamped signature and submits evidence of such authorization and the bid carries
		such a signature.
		Provided that a Technical Bid is substantially responsive, the NBP may request the
		Bidder to submit the necessary information or documentation, within a reasonable
		period of time, to rectify nonmaterial nonconformities or omissions in the
	31.5	
	31.5	period of time, to rectify nonmaterial nonconformities or omissions in the
	31.5	period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder
A Landon	31.5	period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of

		E - OPENING AIND EVALUATIO OF BIDS
	31.6	Provided that a Technical Bid is substantially responsive, the NBP shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	31.7	If a Bid is not substantially responsive, it will be rejected by the NBP and may not subsequently be evaluated for complete technical responsiveness.
32. Examination of	32.1	The NBP shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
Terms and Conditions; Technical	32.2	The NBP shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
Evaluation	32.3	If after the examination of the terms and conditions and the technical evaluation, the NBP determines that the Bid is not substantially responsive in accordance with ITB 29 , it shall reject the Bid.
33. Correction of Errors	33.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the NBP there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected. b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. The amount stated in the Bid will, be adjusted by the NBP in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed in accordance with ITB 18.9.
34. Conversion to Single Currency	34.1	To facilitate evaluation and comparison, the NBP will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS.
35. Evaluation of Bids	35.1	The NBP shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
DIUS	35.2	In evaluating the Technical Proposal of each Bid, the NBP shall use the criteria

	and methodologies listed in the BDS and in terms of Statement of Requirements and
	Technical Specifications. No other evaluation criteria or methodologies shall be
	permitted.
	The NBP 's evaluation of a Bid will take into account:
	a) in the case of goods manufactured in Pakistan or goods of foreign origin
	already imported in Pakistan, Income Tax, General Sales Tax and other
	similar/applicable taxes, which will be payable on the goods if a contract is
35.3	awarded to the Bidder.
	b) in the case of goods of foreign origin offered from abroad, customs duties
	and other similar import taxes which will be payable on the goods if the
	contract is awarded to the Bidder; and
	The comparison shall be between the EXW price of the goods offered from within
	Pakistan, such price to include all costs, as well as duties and taxes paid or payable
	on components and raw material incorporated or to be incorporated in the goods,
35.4	and named port of destination, border point, or named place of destination) in
	accordance with applicable INCOTERM in the price of the goods offered from outside
	Pakistan.
	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price
	quoted in accordance with ITB 15.1, take account of one or more of the following
	factors as specified in the BDS, and quantified in ITB 33.6:
	a) Cost of inland transportation, insurance, and other costs within the Pakistan
	incidental to delivery of the goods to their final destination.
	b) delivery schedule offered in the Bid.
	c) deviations in payment schedule from that specified in the Special Conditions of
35.5	Contract.
	d) the cost of components, mandatory spare parts, and service.
	e) the availability (in Pakistan) of spare parts and after-sales services for the
	equipment offered in the Bid.
	f) the projected operating and maintenance costs during the life of the equipment.
	g) the performance and productivity of the equipment offered; and/or
	h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	For factors retained in BDS, pursuant to ITB 33.5 one or more of the following
	quantification methods will be applied, as detailed in the BDS:
	(a) Inland transportation from EXW/port of entry/border point, Insurance and
	incidentals. Inland transportation, insurance, and other incidental costs for delivery of
	the goods from EXW/port of entry/border point to Project Site named in the
	BDS will be computed for each Bid by the PA on the basis of published tariffs by
	the rail or road transport agencies, insurance companies, and/or other
	appropriate sources. To facilitate such computation, Bidder shall furnish in its
22.6	Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be
33.6	added by the NBP to EXW or as per applicable INCOTERM price.
	(b) Delivery schedule.
	i) The NBP requires that the goods under the Invitation for Bids shall be
	delivered (shipped) at the time specified in the Schedule of Requirements.
	The estimated time of arrival of the goods at the Project Site will be
	calculated for each Bid after allowing for reasonable international and inland
	transportation time. Treating the Bid resulting in such time of arrival as the
	base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the BDS , of the EXW or as per applicable
J. 101.	INCOTERM price for each week of delay beyond the base, and this will be
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added to the Bid price for evaluation. No credit shall be given to early delivery.

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ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

(C) Deviation in payment schedule.

i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The NBP may consider the alternative payment schedule offered by the selected Bidder.

Or

ii) The SCC stipulates the payment schedule offered by the NBP. If a Bid deviates from the schedule and if such deviation is considered acceptable to the NBP, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.

(d) Cost of spare parts

 The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

Or

ii) The **NBP** will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

Or

iii) The **NBP** will estimate the cost of spare parts usage in the initial period of operation specified in the **BDS**, based on information furnished by each Bidder, as well as on past experience of the **NBP** or other **NBP**'s in similar situations. Such costs shall be added to the Bid price for evaluation.

(e) Spare parts and after sales service facilities in Pakistan

The cost to the **NBP** of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.

(f) Operating and maintenance costs

		Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the BDS or in the Technical Specifications. (g) Performance and productivity of the equipment.
		i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or in the Technical Specifications. Or
		ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the BDS or in the Technical Specifications.
A.		(h) Specific additional criteria. Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.
	33.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS.
34. Domestic Preference	34.1	If the BDS so specifies, the NBP will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where the NBP adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price—from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	The NBP may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i) Where the NBP knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
		 ii) Where the NBP, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: In such cases, the NBP may allocate certain weightage to these factors as a part of Evaluation Criteria and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
36. Post- qualification of Bidder and/or	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the NBP shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS. In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
Abnormally Low Financial Proposal	36.2	Where the Bid price is considered to be abnormally low, the NBP shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: a) The NBP may reject a Bid if the NBP has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary

	E – OPENING AND EVALUATIO OF BIDS
	services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract.
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	b) Before rejecting an abnormally low Bid the NBP shall request the Bidder an
	explanation of the Bid or of those parts which it considers contribute to the
	Bid being abnormally low; take account of the evidence provided in response
	to a request in writing; and subsequently verify the Bid or parts of the Bid being
	abnormally low.
	c) The decision of the NBP to reject a Bid and reasons for the decision shall be
	recorded in the procurement proceedings and promptly communicated to the
	Bidder concerned.
	d) The NBP shall not incur any liability solely by rejecting abnormally Bid; and
	e) An abnormally low Bid means, in the light of the NBP's estimate and of all the
	Bids submitted, the Bid appears to be abnormally low by not providing a margin
	for normal levels of profit.
	Guidance for NBP: In order to identify the Abnormally Low Bid (ALB) following
	approaches can be considered to minimize the scope of subjectivity:
	(i) Comparing the bid price with the cost estimate.
	(ii) Comparing the bid price with the bids offered by other bidders submitting
	substantially responsive bids; and
	(iii) Comparing the bid price with prices paid in similar contracts in the recent
	past either government- or development partner-funded.
	The NBP will determine to its satisfaction whether the Bidder that is selected as
	having submitted the most advantageous Bid is qualified to perform the contract
	satisfactorily, in accordance with the criteria listed in ITB 13.3.
	The determination will take into account the Bidder's financial, technical, and
	production capabilities. It will be based upon an examination of the documentary
	evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3,
3h /I	as well as such other information as the NBP deems necessary and appropriate.
	Factors not included in these Bidding Documents shall not be used in the
	evaluation of the Bidders' qualifications.
	NBP may seek "Certificate for Independent Price Determination" from the Bidder
	and the results of reference checks may be used in determining award of contract.
36.5	Explanation: The Certificate shall be furnished by the bidder. The bidder shall
	certify that the price is determined keeping in view of all the essential aspects such
	as raw material, its processing, value addition, optimization of resources due to
	economy of scale, transportation, insurance and margin of profit etc.
	An affirmative determination will be a prerequisite for award of the contract to
4h h	the Bidder. A negative determination will result in rejection of the Bidder's Bid, in
	which event the NBP will proceed to the next ranked bidder to make a similar
	determination of that Bidder's capabilities to perform satisfactorily.

F – AWARD OF CONTRACT

37. Criteria of Award	37.1	Subject to ITB 36 and 38, the NBP will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
38. Negotiations	38.1	 Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: a) Minor alteration to the technical details of the statement of requirements. b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents. c) Minor amendment to the special conditions of Contract. d) finalizing payment arrangements. e) delivery arrangements. f) the methodology for provision of related services; or g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the NBP may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the NBP shall not reopen earlier negotiations.
39. The NBP's Right to reject All Bids	39.1	Notwithstanding ITB 37, the NBP reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the NBP the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids. The NBP shall upon request communicate to any Bidder the grounds for its rejection
	39.3	of its Bids but is not required to justify those grounds.
40. The NBP's Right to Vary Quantities at the Time of Award	40.1	The NBP reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
	41.1	Prior to the award of contract, the NBP shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
41. Notification of Award	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the NBP prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the NBP will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2.
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43, the NBP will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7.
42. Signing of Contract	42.1	Promptly after notification of award, NBP shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
1 0	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all

SECTION II – INSTRUCTIONS TO BIDDERS (ITB) F – AWARD OF CONTRACT

		F - AWARD OF CONTRACT
		condition's precedent of the Contract Form, the successful Bidder and the NBP shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the NBP a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) Not accepted certified cheque, cashier's or manager's cheque, or bank draft. (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank. (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Performance Security (or guarantee) submitted only Bank Guarantee.
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the NBP may make the award to the next ranked Bidder or call for new Bids.
	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.
44. Advance Payment	44.2	The NBP will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the NBP's "Notice to Commence" as specified in the SCC.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of Both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	NBP as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

G – GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	NBP shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending upon the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters, or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the NBP after the submission of his bid may lodge a written complaint concerning his grievances not later than seven calendar days of the announcement of technical evaluation report and five calendar days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelops bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten calendar days of its receipt.
	48.6	Any bidder or the NBP not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned NBP or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) calendar days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H – MECHANISM OF BLACKLISTING

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		The NBP shall bar for not more than the time prescribed in Rule-19 of the Public					
		Procurement Rules, 2004, from participating in their respective procurement					
49. Mechanism of		proceedings, bidder or contractor who either:					
Blacklisting	49.1	i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public					
Bidekiistiiig		Procurement Rules.					
		ii. Fails to perform his contractual obligations; and					
		iii. Fails to abide by the id securing declaration;					
		The show cause notice shall contain: (a) precise allegation, against the bidder					
		or contractor; (b) the maximum period for which the NBP proposes to debar the bidder or contractor from participating in any public procurement of the NBP ;					
	49.2	and (c) the statement, if needed, about the intention of the NBP to make a					
		request to the Authority for debarring the bidder or contractor from participating in					
		public procurements of all the NBP .					
		The NBP shall give minimum of seven calendar days to the bidder or contractor for					
	49.3	submission of written reply of the show cause notice					
		In case, the bidder or contractor fails to submit written reply within the requisite					
	49.4	time, the NBP may issue notice for personal hearing to the bidder or contractor/					
	49.4	authorize representative of the bidder or contractor and the NBP shall decide the					
		matter on the basis of available record and personal hearing, if availed.					
		In case the bidder or contractor submits written reply of the show cause notice, the					
	49.5	NBP may decide to file the matter or direct issuance of a notice to the bidder or					
		contractor for personal hearing.					
		The NBP shall give minimum of seven calendar days to the bidder or contractor for					
	49.6	appearance before the specified officer of the NBP for personal hearing. The					
		specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed					
		The NBP shall decide the matter within fifteen calendar days from the date of personal					
		hearing unless the personal hearing is adjourned to a next date and in such an					
	49.7	eventuality, the period of personal hearing shall be reckoned from the last date of					
		personal hearing.					
		The NBP shall communicate to the bidder or contractor the order of debarring the					
	49.8	bidder or contractor from participating in any public procurement with a statement					
	45.0	that the bidder or contractor may, within thirty calendar days, prefer a representation					
		against the order before the Authority.					
		Such blacklisting or barring action shall be communicated by the NBP to the					
	40.0	Authority and respective bidder or bidders in the form of decision containing the					
	49.9	grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment					
		mechanism has been adhered to by the NBP.					
		The bidder may file the review petition before the Review Petition Committee					
		Authority within thirty calendar days of communication of such blacklisting or barring					
	40.10	action after depositing the prescribed fee and in accordance with "Procedure of filing					
	49.10	and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee					
		shall evaluate the case and decide within ninety calendar days of filing of review					
		petition					
		The committee shall serve a notice in writing upon all respondent of the review					
		petition. The notices shall be accompanied by the copies of review petition and all					
	49.11	attached documents of the review petition including the decision of the NBP. The					
		parties may file written statements along with essential documents in support of their					
	40.43	contentions. The Committee may pass such order on the representation may deem fit.					
	49.12	The Authority on the basis of decision made by the committee either may debar a					
		bidder or contractor from participating in any public procurement process of all or					
		some of the NBP for such period as the deemed appropriate or acquit the bidder					
		from the allegations. The decision of the Authority shall be final.					

SECTION-III **BID DATA SHEET (BDS)**

BID DATA SHEET (BDS)

The following specific data for goods to be procured shall complement, supplement or amendthe provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to					
Number		Bidders Bidders					
A. Introduction							
1.	1.1 Name of Procuring Agency: National Bank of Pakistan PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICE RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS. The subject of Procurement is: Period for delivery of goods: 30 Working days Commencement date for delivery of Goods: 30 Working days after signing contract or as specified in the Certificate of Contract as Commencement.						
2	2.1	Financial year for the operations of the Procuring Agency: 2025 Name of Project: PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS. Name of financing institution: Not Applicable Name and identification number of the Contract: PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS.					
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: As per PPRA Guidelines and Provisions					
4.	4.1	Ineligible country(s) is or are India & Israel					
5.	4.5	Demonstration of authorization by manufacturer: Required					



BDS Clause	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to
Number	ITB Nulliber	Bidders
	B. Bidding	g Documents
6.	7.2	The number of documents to be completed and returned is:
		One Original to be uploaded on EPADS.
7.	8.1	The address for clarification of Bidding Documents is:
	0.0	Through EPADS.
	C. Prepara	ation of Bids
8.	10.1	The Language of all correspondences and documents
		related to the Bid is: English
9.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: N/A
10.	11.1 (h)	In addition to the documents stated in ITB 11, the following documents
		must be included with the Bid:
		 Latest FBR Online Verification Document confirming that Bidder is or
		Active Taxpayer List.
		2. An Undertaking/Affidavit by the bidder that he has not been
		blacklisted and hence debarred due to involvement in corrupt and
		fraudulent practices, or performance failure or due to breach of bio
		securing declaration by any Organization / Department / Institution
		in the past.
		(See Part C - Checklist and Attachments; for Bid Compliance)
11.	11.2 (a) &	Sample quantities, dimensions and details: N/A
	(d)	Sample Characteristics [List if any]: N/A
12.	12.3 (c)	Other procurement specific documentation requirements are:
		(See Part C – Checklist and Attachments; for Bid Compliance)
13.	12.4	Spare parts required for Five years of operation.
14.	13.3 (b) &	The qualification criteria required from Bidders in ITB 13.3(b) is modified as
	(d)	follows:
		1. Valid Manufacturer's Authorization for the offered goods in favor of
		the bidder, provided bidder is not the Manufacturer.
		2. Proof of three (03) similar nature of Contract with Wall Mounted o
		Floor Standing Air-Conditioners; performed during last three (03
		years of worth not less than Rs. One Million.
		3. Presence of Office in Karachi for after Sales Service issues.
		(See Part C – Checklist and Attachments; for Bid Compliance)



BDS Clause	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to
Number		Bidders
16.	15.6 15.7	For goods manufactured from within Pakistan the price quoted shall be EXW
	(a) (iii), (iv)	and in addition shall include:
	(optional)	a) all necessary custom duties, sales tax and other taxes applicable in Pakistan
		paid or payable on goods or on the components and raw materials used in
		their manufacture or assembly
		b) the price of the related services such as inland transportation, insurance
		and other local costs incidental to delivery of the goods, unloading,
		installation, testing and commissioning of goods at NBP's Place as specified
		in the bidding documents.
		c) all necessary custom duties, sales tax and other taxes applicable in
		Pakistan, paid or payable on the related, incidental or allied services as
		stated in (b) above.
17.	15.7 (a) (i)	For goods offered from abroad the price quoted shall be:
	& 15.6 (b)	DDP (NBP's Place for installation as specified in bidding documents) and in
	(i)	addition shall include:
		a) all necessary sales tax and other taxes applicable in Pakistan paid or
	(ii), (iii)	payable on goods.
	(optional)	b) the price of the related services such as unloading, installation, testing and
	(iv), (v)	commissioning of goods at NBP's place as specified in the bidding
	(optional)	documents.
		c) all necessary custom duties, sales tax and other taxes applicable in
		Pakistan, paid or payable on the related, incidental or allied services as
		stated in (b) above.
18.	15.8	The price shall be fixed.
19.	16.1 (a)	a) For goods and related services originating in Pakistan the currency of the
13.	10.1 (a)	Bid shall be Pak Rupees .
		b) For goods and related services originating outside Pakistan, the Bidder
20	16.2	shall express its Bid in Pak Rupees .
20.	16.2	For the purposes of comparison of bids quoted in different currencies, the price
		shall be converted into a single currency i.e., Pak Rupee. The rate of
		exchange shall be the selling rate, prevailing on the date of opening of bids
		specified in the bidding documents as notified by the State Bank Of Pakistan on
		that day.
21.	17.1	The Bid Validity period shall be 180 calendar days.
22.	18.1	The amount of Bid Security shall be: Rs.550,000/-
		The currency of the Bid Security shall be Pak Rupees
		Bid Security shall be in favor of: "National Bank of Pakistan"
		Bid Securing Declaration: Not Applicable.



DDC Classes	ITD Marrie le c	Amandaranta of and Complementa to Classes in the leater of a con-				
BDS Clause	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to				
Number		Bidders				
23.	18.3	The Bid Security shall be in the form of a Bank Guarantee, certified cheque, cashier's or manager's cheque, or bank draft. (Form of Bid Security for Bank Guarantee is given in Section-VI: Standard Forms)				
24.	18.3 (c)	Other forms of security are: Not Applicable				
25.	19.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.				
26.	21.1	The number of copies of the Bid to be completed and returned shall be: Soft Copy of the bid i.e. this bidding document complete in all respects as per instructions and requirements; contained in this bidding documents is to be uploaded on EPADS.				
27.	21.2	Written confirmation of authorizations are: Authorization Letter on Bidder's Letterhead or duly Notarized Power of Attorney on Stamp Paper. (See Part C – Checklist and Attachments; for Bid Compliance)				
	D. S	ubmission of Bids				
28.	22.2 (a)	Bid shall be submitted through EPADS Street Address: Not applicable Building / Plot No: Not Applicable Floor / Room No: Not Applicable City / Town: Not Applicable				
29.	22.2 (b)	Title of the subject Procurement or Project name: ITB title and No: Same as above Time and date for submission: As specified in Invitation to Bid				
30.	23.1	The deadline for Bid submission is: Date and Time as specified in the Invitation to Bids advertised on NBP and PPRA Websites or may be in Press (if applicable).				
	E. O	pening & Evaluation of Bids				
31.	26.1	The Bid opening shall take place at: Through EPADS Bidder may visit NBP Head Office Building on the day of bid opening as specified in the Invitation to Bid. Street Address: I.I. Chandigarh Road. Building / Plot No: NBP Head Office Building. Floor / Room No: 3 rd Floor. City / Town: Karachi. Country: Pakistan				

SECTION III – BID DATA SHEET (BDS)

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to Bidders				
32.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is Pak Rupees The source of exchange rate shall be State Bank of Pakistan The date of exchange rate shall be: The selling rate prevailing on the date of opening of the bids intimated by NBP, as notified by the State Bank of Pakistan				
33.	33.2	Evaluation Techniques Least Cost Based Selection (LCBS) (to be used for award of Contract) After meeting the requirements of eligibility and qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (as given in the Section-V Schedule of Requirements, Technical Specifications), and having lowest evaluated cost (or financial proposal) shall be considered Highest Ranked Bid or Most Advantageous Bid.				
34.	33.4 (h)	Other specific criteria are: As specified in Qualification Criteria; refer BDS: 13.3 (b) above and Compliance of Technical Specifications. (See Part C – Checklist and Attachments; for Bid Compliance)				
35.	33.5 (a)	Inland transportation from EXW/port of entry/border point to: NBP OFFICES and BRANCHES OF SOUTH WING AT NBP KARACHI REGIONS and insurance and incidentals. Any cost incurred shall be borne by the bidder.				
36.	33.5 (b)	Delivery schedule: No later than 30 Working days. Adjustment of Price: Not Applicable				
37.	33.5 (c) (ii)	Deviation in payment schedule is Not Applicable Annual interest rate: Not Applicable				
38.	33.5 (d)	Cost of spare parts: Not Applicable				
39.	33.5 (e)	Spare parts and after sales service facilities in Pakistan: Not Applicable				
40.	33.5 (f)	Operating and maintenance costs: Not Applicable				
41.	33.5 (g)	Performance and productivity of equipment: Not Applicable				
42.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications.: Same as specified above in BDS: 33.4 (h) (See Part C – Checklist and Attachments; for Bid Compliance)				
43.	33.6	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is: Not Applicable				
44.	34.1	Domestic preference is not applicable				



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
	F. A	ward of Contract
45.	40.1	Percentage for quantity increase or decrease is: 15%
46.	43.1	The Performance Security (or guarantee) shall be: 5% of the Contract Price.
47.	43.2	The Performance Security (or guarantee) shall be in the form of: • Bank Guarantee (Confirmed by a reputable local Bank of Pakistan). The validity of the Performance Security shall be 30 Calendar days beyond the Delivery Period + Defect's Liability/Warranty Period (as specified in SCC Clause: 16) from the date of issuance of such Security. However, if the legal validity of the Bank Guarantee is insufficient to meet the specified validity of the Performance Security; then it will be the responsibility of the bidder to replace the submitted Bank Guarantee with fresh acceptable instrument of similar amount; Fifteen (15) calendar days earlier than the expiry of submitted. Otherwise, The submitted Bank Guarantee will be invoked/in-cashed without any liability to the NBP. Note: The Performance Security will only be applicable for the Good(s) supplied and installed by the bidder including related services for its smooth operation; for the Defect's Liability/Warranty Period specified in SCC Clause 16; and will not be applicable for any extensive warranty associated to any part of the good(s) beyond the said Defect's Liability/Warranty Period.
48.	44.1	The Advance Payment if essential shall be limited to: Not Essential and is therefore Not Applicable
49.	44.2	Maximum amount of Advance payment shall be: Not Applicable
50.	45.1	Arbitrator shall be appointed by mutual consent of both parties. Not Applicable
	G. R	eview of Procurement Decisions
51.	49.1	The address of the Procuring Agency: Divisional Head. Procurement Division, Logistics Communications & Marketing Group, 3rd Floor, NBP Head Office Building, I.I Chandigarh Road, Karachi The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan
		Tel: +92-51-9202254



SECTION-IV ELIGIBLE COUNTRIES



Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of Some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

- 1. India
- 2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L



SECTION-V A-SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

A – SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

- (i) at EXW premises, or
- (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or
- (iii) to the first carrier when the contract is placed on FCA or CIP terms.

In order to determine the correct date of delivery hereafter specified, the National Bank of Pakistan has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Sr			Delivery
No.	Description	Qty	schedule
110.			(shipment)
01	Supply, Installation, Testing and commissioning of 1.0 Ton Wall Mounted Air Conditioners (Inverter type) with 22 gauge 10 RFT. Copper pipe and insulation with PVC duct, hole sealing with white cement or appropriate sealant & L-type powder quoted angle iron frame size 1-1/2" x 1-1/2" x 1/8" thick, handling charges, (loading, unloading, transportation etc.)i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, Rawal bolts/sleeve anchors, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-1 for scrutiny for NBP KARACHI REGIONS. (As per Specifications stated in Sub Section B- Technical Specifications of	20 Nos	30 Working days
02	Supply, Installation, testing and commissioning of 1.5 Ton Wall Mounted Air Conditioners (Inverter type) along with 22 gauge 10 RFT. Copper pipe and insulation with PVC duct, hole sealing with white cement or appropriate sealant & L-type powder quoted angle iron frame size 1-1/2" x 1-1/2" x 1/8" thick, handling charges, (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, Rawal bolts/sleeve anchors, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-2 for scrutiny.	29 Nos	30 Working days
03	Supply, Installation, testing and commissioning of 2.0 Ton Wall Mounted Air Conditioners (Inverter type) along with 22 gauge 10 RFT. Copper pipe and insulation with PVC duct, hole sealing with white cement or appropriate sealant & L-type powder quoted angle iron frame size 1-1/2" x 1-1/2" x 1/8" thick, handling charges, (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, Rawal bolts/sleeve anchors, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-3 for scrutiny.	22 Nos	



SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS BRANCH LOCATIONS

			MANCH LOCATIONS
04	Supply, Installation, testing and commissioning of 2.0 Tr Floor Standing Air Conditioners (Inverter type) capacity 24000 BTU, copper pipe hole sealing with white cement or appropriate sealant floor mounted frame or L-type for indoor units, powder Coated Steel angle iron frame size 1-1/2" x 1-1/2" x 1/8" thick, handling charges (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure testing, Gas charging with standard suction and discharge pressures and ampere, Control wiring, Rawal bolts/Sleeve Anchors, drain piping, testing commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-4 for scrutiny for (As per Specifications stated in Sub Section B- Technical Specifications of Section V)	04 Nos	30 Working days
05	Supply, Installation, testing and commissioning of 4.0 Tr Floor Standing Air Conditioners (Inverter type) capacity 48000 BTU / HR (4.0 Ton), copper pipe hole sealing with white cement or appropriate sealant floor mounted frame or L-type for indoor units, powder Coated Steel angle iron frame size 1-1/2" x 1-1/2" x 1/8" thick, handling charges (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure testing, Gas charging with standard suction and discharge pressures and ampere, Control wiring, Rawal bolts/Sleeve Anchors, drain piping, testing commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-5 for scrutiny for (As per Specifications stated in Sub Section B-Technical Specifications of Section V)	10 Nos	30 Working days
06	Supply, Laying and connecting of concealed/surface Extra Copper Piping with PVC duct for 1.0/1.5/2.0 ton AC Wall mounted and Floor Stand, 22 Gauge (Muller Brand or Equivalent) with separate Elastomeric pipe (Closed-cell, black) Insulation each for refrigerant gas and liquid line with white wrapping tape and 4-C x 2.5 sq mm Control Wire (Pakistan/Pioneer Cable or Equivalent); including all necessary fittings and accessories; as per site requirement, complete in all respect	2500 RFT	30 Working days
07	Supply and fixing & L-type powder quoted angle iron frame size 1-1/2" x 1-1/2" x 1/8" of 6mm thick Iron Bracket with Rawal bolts/sleeve anchors and duly painted with Anti Rust Paint; for installation of AC Outdoor Unit; complete with all necessary fittings etc. as per site requirement.	85 Nos	30 Working days
08	Supply, Installation, Testing and Commissioning of 2 Pole, 20 Amp Circuit Breakers for each AC unit (ABB, Terasaki, Schneider, Legrand or equivalent Brand)	75 Nos	30 Working days
09	Electrical DB with following Configuration 01 Nos, Size 15"x 18" 01 Nos, 3-phase In-coming MCCB 100 amp 02 Nos, 3-phase Outgoing MCB 32 amp Phase selector Rotary (1-0-2) 50amp Three indication lights Neutral Earth Bar Complete in all respects four units of 4-Ton capacity at Board office I.S.E (104).	01 Job	30 Working days



SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS BRANCH LOCATIONS

			MAINCH LOCATIONS
10	Electrical DB with following Configuration 01 Nos, Size 15"x 18" 01 Nos, 3-phase In-coming MCCB 100 amp 04 Nos, 3-phase Outgoing MCB 32 amp Phase selector Rotary (1-0-2) 50amp Three indication lights Neutral Earth Bar Complete in all respects four units of 4-Ton capacity at Main Branch	02 Job	30 Working days
11	Electric Cable 4-Core with 4 mm & ground 6.0 mm Flexible Wire for indoor to outdoor unit & Power wire from main DB up to AC units (Pakistan/Pioneer Cable or Equivalent). including PVC Duct for copper pipe and control cable with cover all necessary fittings and accessories, as per site requirement. Complete in all respects four units of 4-ton capacity.	3550 RFT	30 Working days
12	Power Cable and 4-Core – 16.0 mm Standard Wire from Main Power supply DB up to AC unit DB. (Pakistan/Pioneer Cable or Equivalent). Complete in all respects four units of 4-ton capacity of different location	800 RFT	30 Working days



BRANCH LOCATIONS

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS.

SR	Branch Name		QUANTITY OF AIR CONDITIONERS				
#		Location/Area		1.5-	2.0-	2.0-	4.0-Ton
#				Ton	Ton	Ton FS	FS
1.	N.O.R Complex (1084)	Branch Hall Cash Counter	1	3			
2.	Clifton Block-2 (2055)	ATM	1				
3.	Clifton NDFC (1937)	General Area & Lounge		1	1		
4.	City Court (289)	Branch Hall		2	1		
5.	Kutchery Road (127)	B.M & O.M Chambers		2			
6.	Club Road (80)	Cash Counter & Server Room	1	2			
7.	Income Tax (85)	Server room & Branch ATM	3		4		
8.	Nadir House	ATM	1				
9.	Main Branch (002)	Main hall Customer Area			1		4
10.	Saddar (55)	IT Server Room	1				
11.	Commercial area branch DHA 2304	Cash Department	1				
12.	Aimai House (0018)	IT Server Room & Corridor area	3				
13.	P.I.D.C house (0050)	Server room, ATM & Main Hall	2		2		
14.	Massan road (1065)		3	2	1		
15.	District Council (108)	Customer Waiting Area		2			
16.	Awami markaz (1920)				3		
17.	C.O.D. (159)	Branch Hall			2		
18.	S.I.T.E (64)	I.T Room & Customer Area		2			
19.	Orangi Township (1055)	Branch Hall				4	
20.	P.N.A.D (180)	ATM		3			
21.	FTC Building (274)	Manager chamber & Hall					4
22.	Karachi University (71)	ATM	1				
23.	Civic centre (287)	Cash Counter		3			
24.	Malir Cantt (28)	Cantonment area			3		
25.	S.P.I.T Landhi (103)	Branch will shift at Alternate premises		1	2		
26.	Board office I.S.E (104)	Branch Hall					2
27.	Urdu University (1081)	Hall		2			
28.	Pasmic branch (Pakistan steel mills (238)	ATM Room & branch hall	1	1			
29.	R.O	Regional coordinate head ARG at 6th floor FTC building & RSM Chamber	2				
30.	Korangi Industrial area (255)	Cash Counter & Driving license booth		1	2		
31.	Sharifabad (1035)	Branch Hall		2			
		Total	20	29	22	4	10

Note: - • Above list may not treated as full final and final list will be shared prior to installation

B-TECHNICAL EVALUATION CRITERIA

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS.

EVALUATION CRIETARIA -1

1.0 TON WALL MOUNTED (COOL ONLY)) AIR CONDITIONER (INVERTOR TYPE)

		/ 4	Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compliance Remarks by NBP
Brand Model #			100000	YES/No	YES/No
System		Unit			
	Cooling	BTU/hr	12000		
T2 C - 11	Power Consumption	W	290 -1240		
T3 Cooling	Running Current	Amp	2 – 10 amp	No. of the last	No.
	EER Cooling	BTU/w	3.0 or more		
Power Suppl	y Source	V/Ph/Hz	220-240V-1-50Hz	1	
Operating Vo	oltage Range (min-max)	V	140-280V		
Refrigerant		-	R410a or R22a		
Operating Ra	ange Summer/Winter	Deg C	16~+55/-15~+24		
	ng Cable (Core x Ø sqmm)		4 x 1.5 sqmm		
Power Cable	(Core x Ø sqmm)		3 x 2.5 sqmm		
Control type			Wireless Remote Control		
Display		1	LED/LCD	1	
Indoor Unit 1	Body		Decorative Type Plastic		
On/Off			Auto Restart	100	
Indoor Unit					
Air Flow (Tu	ırbo/Hi/Mi/lo)	Cum/h	500/600/1100/650		
	Motor type	AC/DC	AC/DC		
Fan	Speed(Turbo/Hi/Mi/Lo)	rpm	1350/1200/1030/850/750		
	No of Rows		Two (02)		
	Tube Material &Type		Inner –grooved copper		
	Copper Tube	Gauge	24 to 26		
Evaporator	Copper U- bands	Gauge	22 to 24		
Coil	Tube Thickness	mm	0.55 or more		
	Fin Material		Hydrophilic Aluminum Foil		1
	Fin Spacing	mm	1.3 or more		

Outdoor Unit		
Sign Engline and State S		

FOR NATIONAL BANK OF PAKISTAN

SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS EVALUATION CRIETARIA -1

			EVALUATION CRIETARIA -1
Casing Material			Powder Coated Painted GI Sheet
	Type	DC	Screw/Rotary
Compressor	Make/Brand		GMCC, Hitachi, Mitsubishi or equivalent
	All Motor Winding		100 % Copper
	No of Tube Rows	Row	1 or more
	Tube Type & material	- 14	Inner groove copper
	Tube Diameter	mm	7 Ø or more
Condenser	Condenser Copper Pipe	Gauge	24 to 26
	Fin Material		Hydrophilic Aluminum Foil
	Fins Coating		Latex Coating
	Blade Type		Axial Flow
East	Motor Type	DC	DC
Fan	Motor Power output	watt	30
	All Motor Winding		100 % Copper
without Cost	eplacement Warranty	Years	1 Year or More
PCB Card Replacement Warranty without Cost		Years	4 Year or More
Compressor Warranty		Years	5 Years or More
Protection			
Internal Protect Device			
Thermal Protect Device			
Motor Protect Device			
Overload Protection Device			
Accessories			
Copper Pipin	Copper Piping with Foam Insulation		10 or More -included
Control cable		m	10 or More -included
Wireless Ren	note Control with batteries		Included
Remote contr	ol Holder		Included

> Must be attached with product Manual/Brochure

EVALUATION CRIETARIA -2

1.5 TON WALL MOUNTED (COOL ONLY) AIR CONDITIONER (INVERTOR TYPE)

			Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compliance Remarks by NBP
Brand Model #		-		YES/No	YES/No
System					
	Cooling	BTU/hr	18000		
T2 C - 1:	Power Consumption	W	300-2500		
T3 Cooling	Running Current	Amp	2 to 12amp		
	EER Cooling	BTU/w	3.0 or more		
Power Supply S	ource	V/Ph/Hz	220-240V-1-50Hz		
Operating Volta	ge Range (min-max)	V	140-280V		
Refrigerant		-	R410a or R22a		
	e Summer/Winter	Deg C	16~+55/-15~+24		
	Cable (Core x Ø sqmm)		4 x 1.5 sqmm		
Power Cable (Core x Ø sqmm)			3 x 2.5 sqmm		
Control type			Wireless Remote Control		
Display			LED/LCD		
Indoor Unit Body			Decorative Type Plastic		
On/Off	On/Off		Auto Restart		
Indoor Unit	Indoor Unit				
Air Flow (Turbo/Hi/Mi/lo)		Cum/h	1200/1100/1000/990/820/660		
	Motor type	AC/DC	AC/DC		4
Fan	Speed (Turbo/Hi/Mi/Lo)	rpm	750 to 1250		
	No of Rows		Two (02)	3	
Evaporator Coil	Tube Material &Type		Inner –grooved copper		
	Tube Diameter	mm	7 Ø or more		
	Copper Tube	Gauge	24 to 26		
	Copper U- bands Gauge		22 to 24		
	Fin Material		Hydrophilic Aluminum Foil		
Fin Spacing		mm	1.3 or more		
Outdoor Unit			P. I. G. I. D. I. C. C.		
Casing	Material		Powder Coated Painted GI Sheet		
Compressor	Type Make/Brand	DC	Screw/Rotary GMCC, Hitachi, Mitsubishi or equivalent		

SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS EVALUATION CRIETARIA -3

All Motor Winding			100 % Copper	
No of Tube Rows		Row	1.5 or More	
	Tube Type & material		Inner groove copper	
	Tube Diameter	mm	7 Ø or more	
Condenser	Condenser Copper Pipe	Gauge	24 to 26	
	Fin Material		Hydrophilic Aluminum Foil	
	Fins Coating		Latex Coating	
	Blade Type		Axial Flow	
Fan	Motor Type	DC	DC	
ran	Motor Power output	watt	30	
	All Motor Winding		100 % Copper	
Spare Parts R without Cost	eplacement Warranty	Year	1 Year or More	
PCB Card Re without Cost	placement Warranty	Year	4 Year or More	7 1
Compressor Warranty		Year	5 Years or More	
Protection				
Internal Prote	ct Device			
Thermal Prote	ect Device			
Motor Protect	Device			
Overload Protection Device				
Accessories				
Copper Piping with Foam Insulation		foot	10 or more -included	
Control cable		foot	10 or more -included	
Wireless Rem	note Control with batteries		Included	
Remote contr	ol Holder		Included	

Must be attached with product Manual/Brochure



EVALUATION CRIETARIA -3

2.0 TON WALL MOUNTED (COOL ONLY) AIR CONDITIONER (INVERTOR TYPE)

			Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compliance Remarks by NBP
Brand Model #				YES/No	YES/No
System		Unit			
	Cooling	BTU/hr	24000		
T2 C 1:	Power Consumption	W	250 to 3500		
T3 Cooling	Running Current	Amp	1.2 to 12amp		
	EER Cooling	BTU/w	3.0 or more		
Power Supply S	Source	V/Ph/Hz	220-240V-1-50Hz		
	age Range (min-max)	V	140-280V		
Refrigerant		-	R410a or R22a		
	ge Summer/Winter	Deg C	16~+55/-15~+24		
	Cable (Core x Ø sqmm)		4 x 1.5 sqmm		
Power Cable (Core x Ø sqmm)			3 x 2.5 sqmm		
Control type			Wireless Remote Control		
Display			LED/LCD		
Indoor Unit Body			Decorative Type Plastic		
On/Off			Auto Restart		3
Indoor Unit					
Air Flow (Turbo/Hi/Mi/lo)		Cum/h	1200/1100/1000/990/820/660		
Motor type		AC/DC	AC/DC		
Fan	Speed(Turbo/Hi/Mi/Lo)	rpm	660 to 1250		
	No of Rows	TPILL	Two (02)		
Evaporator Coil	Tube Material & Type		Inner –grooved copper		
	Tube Diameter	mm	7 Ø or more	1	
	Copper Tube	Gauge	24 to 26		
	Copper U- bands	Gauge	22 to 24		
	Fin Material		Hydrophilic Aluminum Foil		P
	Fin Spacing	mm	1.3 or more		
Outdoor Unit					
Casing	Material		Powder Coated Painted GI Sheet		
	Type	DC	Screw/Rotary		1
Compressor	Make/Brand		GMCC, Hitachi, Mitsubishi or equivalent		1
a Bank	All Motor Winding		100 % Copper		

FOR NATIONAL BANK OF PAKISTAN

SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS EVALUATION CRIETARIA -3

	No of Tube Rows	Row	1.5 or More
	Tube Type & material		Inner groove copper
	Tube Diameter	mm	7 Ø or more
Condenser	Condenser Copper Pipe	Gauge	24 to 26
	Fin Material		Hydrophilic Aluminum Foil
	Fins Coating		Latex Coating
	Blade Type	J-180	Axial Flow
Ear	Motor Type	DC	DC
Fan	Motor Power output	watt	30
	All Motor Winding		100 % Copper
	Replacement Warranty	Year	1 Year or More
		Year	4 Year or More
Compressor Warranty		Year	5 Years or More
Protection			
Internal Prote	ect Device		
Thermal Protect Device			
Motor Protect Device			
Overload Protection Device			
Accessories			
Copper Piping with Foam Insulation		foot	10 or more -included
Control cable		foot	10 or more -included
Wireless Ren	note Control with batteries		Included
			Included
without Cost PCB Card Replacement Warranty without Cost Compressor Warranty Protection Internal Protect Device Thermal Protect Device Motor Protect Device Overload Protection Device Accessories		Year Year foot	4 Year or More 5 Years or More 10 or more -included 10 or more -included Included

Must be attached with product Manual/Brochure



EVALUATION CRIETARIA -4

2.0 TON FLOOR STANDING (HEAT & COOL) AIR CONDITIONER (INVERTOR TYPE)

				Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compliance Remarks by NBP
Brand Model #					YES/No	YES/No
Manufacturer			Unit	THE STATE OF THE S		
		Cooling Capacity	BTU/hr	24000		
Co	ooling	Power input	W	250 to 3500		
	C	Running Current	Amp	3 or More		
		EER Cooling	w/w	3.0 or (High)		
	Max input		W	6000		
	Max Current		A	10.5		
	Refrigerant	7	-	R410a or R22a	1	
	Control type			Wireless Remote Control		
	Display			LED/LCD		
	Indoor Unit Body			Decorative Type Plastic		
	On/Off			Auto Restart		2
	Operating Temperature Range (Cooling)		Deg C	16~55		6
	Inc	loor Unit				
	Air Flow		Cum/h	1200/1100/990/820/660		
	Fin Material			Hydrophilic Aluminum Foil		
	Outdoor Unit					
Casing		Material		Powder Coated Painted GI Sheet		
Compressor		Туре	DC	DC Rotary		
		Make/Brand		GMCC, Hitachi, Mitsubishi or equivalent,		
		Fin Material		Hydrophilic Aluminum Foil		
	No of Tube R	Rows	Rows	2 or more		
C 1	Tube type ma	nterial		Inner groves copper		
Condenser	Tube diamete		mm	24 to 26		
Cal Bank or Original Engline or Original Engline or Original Engline or Original Engline or Original English	bands		mm	22 to 24		

SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS EVALUATION CRIETARIA -4

Outdoor Packing Dimension (W x D x H) Indoor Packing Dimension (W x D x H) Spare Parts Replacement Warranty without Cost PCB Card Replacement Warranty without Cost Compressor Warranty Features Powerful inverter Compressor Low Voltage Operation Wide operation Range Auto Protection Function Temperature Display Auto Air swing Turbo Cooling & Heating Timer Included Included				217(207(110	or Chieff in the
Indoor Packing Dimension (W x mm -		mm	-		
Cost PCB Card Replacement Warranty without Cost Compressor Warranty 5 Years or More Features Powerful inverter Compressor Low Voltage Operation Wide operation Range Auto Protection Function Temperature Display Auto Air swing Turbo Cooling & Heating Timer Included Inner Grooved copper tube Quite operation Washable Filters 4 Year or More 4 Year or More 4 Year or More 1 Included	Indoor Packing Dimension (W x	mm	-		
PCB Card Replacement Warranty without Cost Compressor Warranty Features Powerful inverter Compressor Low Voltage Operation Wide operation Range Auto Protection Function Temperature Display Auto Air swing Turbo Cooling & Heating Timer Included	Spare Parts Replacement Warranty without		1 Year or More		
Cost Compressor Warranty Features Powerful inverter Compressor Low Voltage Operation Wide operation Range Auto Protection Function Temperature Display Auto Air swing Turbo Cooling & Heating Timer Included	Cost				
Features Powerful inverter Compressor Low Voltage Operation Wide operation Range Auto Protection Function Temperature Display Auto Air swing Included Turbo Cooling & Heating Timer Included Inner Grooved copper tube Quite operation Washable Filters Included			4 Year or More		
Powerful inverter Compressor Low Voltage Operation Wide operation Range Auto Protection Function Temperature Display Auto Air swing Included Turbo Cooling & Heating Timer Included	Compressor Warranty		5 Years or More		
Low Voltage Operation Included Wide operation Range Included Auto Protection Function Included Temperature Display Included Auto Air swing Included Turbo Cooling & Heating Included Timer Included Inner Grooved copper tube Included Quite operation Included Washable Filters Included	Features	1940			
Wide operation Range Auto Protection Function Included Temperature Display Included Auto Air swing Included Turbo Cooling & Heating Included Timer Included Inner Grooved copper tube Quite operation Washable Filters Included Included Included Included Included	Powerful inverter Compressor		Included		
Auto Protection Function Temperature Display Auto Air swing Included Turbo Cooling & Heating Timer Included Inner Grooved copper tube Quite operation Washable Filters Included Included Included Included Included Included	Low Voltage Operation		Included		
Temperature Display Included Auto Air swing Included Turbo Cooling & Heating Included Timer Included Inner Grooved copper tube Included Quite operation Included Washable Filters Included	Wide operation Range		Included		
Auto Air swing Included Turbo Cooling & Heating Included Timer Included Inner Grooved copper tube Included Quite operation Included Washable Filters Included	Auto Protection Function		Included		
Turbo Cooling & Heating Included Timer Included Inner Grooved copper tube Included Quite operation Included Washable Filters Included	Temperature Display		Included		
Timer Included Inner Grooved copper tube Included Uuite operation Included Included Uashable Filters Included	Auto Air swing		Included		
Inner Grooved copper tubeIncludedQuite operationIncludedWashable FiltersIncluded	Turbo Cooling & Heating		Included		
Quite operation Included Washable Filters Included	Timer		Included		
Washable Filters Included	Inner Grooved copper tube		Included		7
	Quite operation		Included		
7711 70 1	Washable Filters		Included		
Hidden Display Included	Hidden Display		Included		
Internal Protect Device Included	Internal Protect Device		Included		
Thermal Protect Device Included	Thermal Protect Device		Included		
Motor Protect Device Included	Motor Protect Device		Included	11974	
Overload Protection Device Included	Overload Protection Device		Included		

EVALUATION CRIETARIA -5

4.0 TON FLOOR STANDING (COOL ONLY) AIR CONDITIONER (INVERTOR TYPE)

			Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compliance Remarks by NBP
Brand Model #				YES/No	YES/No
Manufacturer		Unit	7 (() ()		
	Cooling Capacity	BTU/hr	48000	L Darley	
Carlina	Power input	W	4700 (800~5850)		
Cooling	Rated Current	Amp	7.4(1.5~9.4)		
	EER Cooling	w/w	3.0 or (High)		
	Max input	W	6000		
	Max Current	A	10.5		
	Power Supply Source	V/Ph/Hz	380-415V-3-50Hz		
	Refrigerant	-	R410a or R22a		
	Control type		Wireless Remote Control		
	Display		LED/LCD		
	Indoor Unit Body		Decorative Type Plastic		1/2
	On/Off		Auto Restart		4 4
	Operating Temperature Range (Cooling)	Deg C	18~52	-	
	Operating Temperature Range (Heating)	Deg C	-7~24		
	Indoor Unit				
	Air Flow	Cum/h	1870		1
	Fin Material		Hydrophilic Aluminum Foil		
	Drainpipe	Mm	25		
	Outdoor Unit				
Casing	Material		Powder Coated Painted GI Sheet		
	Paint Thickness	micron	>80µm		
Compressor	Type Make/Brand	DC	DC Rotary GMCC, Hitachi,		
a Bank	Wiakt/Dialiu		Mitsubishi or		

SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS EVALUATION CRIETARIA -5

	equivalent,
Spare Parts Replacement Warranty without Cost	1 Year or More
PCB Card Replacement Warranty	4 Year or More
without Cost	
Compressor Warranty	5 Years or More
Features	
Powerful inverter Compressor	Included
Low Voltage Operation	Included
Wide operation Range	Included
Auto Protection Function	Included
Temperature Display	Included
Auto Air swing	Included
Turbo Cooling & Heating	Included
Timer	Included
Inner Grooved copper tube	Included
Quite operation	Included
Washable Filters	Included
Hidden Display	Included
Internal Protect Device	Included
Thermal Protect Device	Included
Motor Protect Device	Included
Overload Protection Device	Included

Must be attached with product Manual/Brochure

Note: The bidder would be responsible to demonstrate/test/prove the specifications given above either by itself or through any recognized organization as per Bank's convenience/discretion. Miscommitment/ wrongly mentioned specifications will result in disqualification of bid.

- i. For all technical requirements against which Bidder is responding "Y", all bidders are required to provide Documentation with proper reference (Section No/ Page No) in the proposal against all requirements. It is mandatory to provide proper references of documents. It is NBP's discretion to raise clarification queries against requirements where reference is provided, and further clarification is required. Incase no reference is available, and documents are not available in the submitted proposal, NBP may not raise any clarification query, and response will be considered as NIL, which may lead to disqualification, if mentioned in the criteria.
- ii. NBP may ask for any other additional documentary evidence or explanation against any item for clarification that must be provided by the Bidder during the period of evaluation. Bidders should respond to such requests within the time frame indicated in the correspondence (letter/fax/e-mail). If the bidder fails to provide the required information within given timeframe, its bid will be considered as rejected.
- iii. All bidders are required to submit the proposals with proper page numbering with master table of contents of all attached documents in the proposal.

SECTION-VI STANDARD FORMS OF BID

Form 1:	Form of Bid
Form 2:	Price Schedule
Form 3:	Letter of Acceptance
Form 4:	Bid Security Form
Form 5:	Bid Securing Declaration



FORM OF BID

					Date:			
To: Ge	entlemen and	l/or Ladies:						
Having e	xamined the	Bidding Document	s including	Addenda	Nos;	the rece	eipt of wl	hich is
· ·					[insert nu		•	
hereby	duly	acknowledged,	we,	the	undersigned	l, offer	to	deliver
		[0.4 amtio	n dogavinti.	f	la and comicael			
in confor	mity with the	e said Bidding Docum			ls and services]			
part of th	is Bid.	may be ascertained	in accordar	nce wit <mark>h th</mark>		Prices attached h		
		Bidding price did	not involv	e agreem	ents with other	er Bidders for t	ne purp	ose of Bid
suppressi	nereby confi	rming						
we are r	icreby comin		linsert	the name	of the Appoir	nting Authority]		
to be the		Authority, to appoin					ccordanc	e with ITB
We unde	rtake, if our	Bid is accepted, to o	leliver the	goods in a	accordance with	h the delivery so	hedule s	pecified in
the Sched	dule of Requi	rements.						
If our Bio	d is accepted	d, we undertake to p	orovide a P	erforman	ce Security (or	Guarantee) in	the for	m, in the
amounts,	and within	the times specified	in the Bio	ding Docu	ıments.			
We decla	re that, as B	idder(s) we do not h	ave conflic	t of intere	est with referen	ce to ITB Clause	3.7.	
We agree	to abide by	this Bid for the Bid	Validity Per	riod specif	fied in BDS 17 , a	and it sh <mark>all rem</mark>	nain bind	ding upon
us and r	may be acce	epted at any time b	efore the	expiration	of that period.			
We are n	ot participati	ing, as Bidders, in mo	re than on	e Bid in th	nis Bi <mark>dding pr</mark> oc	ess, other than a	alternativ	e offers in
accordan	ce with the B	idding Documents.						
has not but Until a fund your We unde	peen declared ormal Contraction notification rstand that y fy / confirm	or subsidiaries — ind d ineligible by the Go act is prepared and of award, shall cons ou are not bound to that we comply w	overnment I executed titute a bir accept the	of Pakista , this Bid nding Cont lowest or	an under Pakista , together with tract between u any Bid you ma	nn's laws or <mark>offic</mark> nyour written a ls. y receive.	ial regula occeptan	ations. ce thereof
Dated thi	S	day o	of		20			
(Name)		- 1						
[Signatur	e]							
[in the ca	pacity of]							
Duly auth	norized to sig	gn Bid for and on beh	alf of					
ank ngineer a								

FOR NATIONAL BANK OF PAKISTAN

PRICE SCHEDULE

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI SOUTH REGIONS.

(As per Specifications stated in Sub Section B- Technical Evaluation Criteria-1 Specifications of Section V)

S.	Description	Qty	Unit Rate (c)	Total (a x c)
No.	Description	Qty	(Pak Rupees)	(Pak Rupees)
1.	Supply, Installation, Testing and commissioning of 1.0 Ton Wall Mounted Air Conditioners (Inverter type) with 22 gauge 10 RFT. Copper pipe and insulation with PVC duct, hole sealing with white cement or appropriate sealant & handling charges, (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-1 for scrutiny for NBP KARACHI REGIONS. B- Technical Specifications of Section V). Model No: Brand Name: Name of Manufacturer: Country of Origin:	20 Nos		
2.	Supply, Installation, testing and commissioning of 1.5 Ton Wall Mounted Air Conditioners (Inverter type) along with 22 gauge 10 RFT. Copper pipe and insulation with PVC duct, hole sealing with white cement or appropriate sealant, & handling charges, (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-2 for scrutiny for NBP KARACHI REGIONS. B- Technical Specifications of Section V). Model No: Brand Name: Name of Manufacturer: Country of Origin:	29 Nos		
3.	Supply, Installation, testing and commissioning of 2.0 Ton Wall Mounted Air Conditioners (Inverter type) along with 22 gauge 10 RFT. Copper pipe and insulation with PVC duct, hole sealing with white cement or appropriate sealant & handling charges, (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-3 for scrutiny for NBP KARACHI REGIONS. B- Technical Specifications of Section V). Model No: Brand Name: Name of Manufacturer: Country of Origin:	22 Nos		

4.	Supply, Installation, testing and commissioning of 2.0 Ton Floor Standing Air Conditioners (Inverter type) along with floor mounted frame or L-type for indoor units, powder Coated Steel angle iron frame size 1-1/2" x 1-1/2" x 1/8" thick and insulation Copper pipe with PVC duct, hole sealing with white cement or appropriate sealant & handling charges, (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-4 for scrutiny for NBP KARACHI REGIONS. B- Technical Specifications of Section V). Model No: Brand Name: Name of Manufacturer: Country of Origin:	04 Nos	
5.	Supply, Installation, testing and commissioning of 4.0 Ton Floor Standing Air Conditioners (Inverter type) along with floor mounted frame or L-type for indoor units, powder Coated Steel angle iron frame size 1-1/2" x 1-1/2" x 1/8" thick and insulation Copper pipe with PVC duct, hole sealing with white cement or appropriate sealant & handling charges, (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-5 for scrutiny for NBP KARACHI REGIONS. B- Technical Specifications of Section V). Model No: Brand Name: Name of Manufacturer: Country of Origin:	10 Nos	
6.	Supply, Laying and connecting of concealed/surface Extra Copper Piping with PVC duct for 1.0/1.5/2.0/4.0-Ton AC Wall mounted and Floor Stand, 22 Gauge (Muller Brand or Equivalent) with separate Elastomeric pipe (Closed-cell, black) Insulation each for refrigerant gas and liquid line with white wrapping tape and 4-C x 2.5 sqmm Control Wire (Pakistan/Pioneer Cable or Equivalent); including all necessary fittings and accessories; as per site requirement, complete in all respect	2200 RFT	
7.	Supply and fixing & L-type powder quoted angle iron frame size 1-1/2" x 1-1/2" x 1/8" of 6mm thick Iron Bracket with Rawal bolts/sleeve anchors and duly painted with Anti Rust Paint; for installation of AC Outdoor Unit; complete with all necessary fittings etc. as per site requirement	85 Nos	
8.	Supply, Installation, Testing and Commissioning of 2 Pole, 20 Amp Circuit Breakers for each AC unit (ABB, Terasaki, Schneider, Legrand or equivalent Brand)	75 Nos	
9.	Electrical DB with following Configuration 01 Nos, Size 15"x 18" 01 Nos, 3-phase In-coming MCCB 100 amp 02 Nos, 3-phase Outgoing MCB 32 amp Phase selector Rotary (1-0-2) 50amp Three indication lights Neutral Earth Bar Complete in all respects four units of 4-Ton capacity at Board office I.S.E (104).	01 Job	
10.	Electrical DB with following Configuration 01 Nos, Size 15"x 18" 01 Nos, 3-phase In-coming MCCB 100 amp 04 Nos, 3-phase Outgoing MCB 32 amp Phase selector Rotary (1-0-2) 50amp Three indication lights Neutral Earth Bar Complete in all respects four units of 4-Ton capacity at Main Branch	02 Job	

11.	Electric Cable 4-Core with 4 mm & ground 6.0 mm Flexible Wire for indoor to outdoor unit & Power wire from main DB up to AC units (Pakistan/Pioneer Cable or Equivalent). including PVC Duct for copper pipe and control cable with cover all necessary fittings and accessories, as per site requirement. Complete in all respects four units of 4-ton capacity.	3500 RFT			
12.	Power Cable and 4-Core – 16.0 mm Standard Wire from main Power supply DB up to Auditoriums DB. (Pakistan/Pioneer Cable or Equivalent). Complete in all respects four units of 4-ton capacity for different location	800 RFT			
	Total				

Amount in Words (RS.	

- The quoted rates / amount shall be inclusive of all applicable Federal/Provincial Govt. Taxes/Duties and charges for inland transportation and other related services etc. as specified in Clause 16 or 17 of the BDS.
- The material upon delivery at the site should be got verified by the Bank Official, prior to its installation at site. Otherwise, Bank Engineer reserves the right to replace the same without incurring any liability or payment of any charges to the bidder.



LETTER OF ACCEPTANCE

[Letter head paper of the National Bank of Pakistan]

					[Date]
To:					
	[name and address of the	Supplier]			
Dear Sir,					
		<u>Letter o</u>	f Acceptance		
NRP wou	ld like to inform that the	Expense Appro	val Committee in	itsmeeting	has approved your
financial	bid for an amount of	inclus	ive of all applicab	e taxes for	
All the te	rms and conditions will be	as per the cont	ract. For signing ar	nd execution of co	ntract, please liaise
with:					
8 					
Yours Tr	ulv				
10015 11	uiy,				
Division					
	ment Division	oting Group			
	s, Communications & Mark ad Office	eting Group			
Karachi					
Copy to:					
copy to.					

BID SECURITY FORM

To: [name of the National Bank of Pakistan]

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid] for the delivery of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of PA] (hereinafter called "the National Bank of Pakistan") in the sum of [amount] for which payment well and truly to be made to the said National Bank of Pakistan, the Bank binds itself, its successors, and assigns by these presents.

P. 55511151			
Sealed with the Common Seal of the said Bank this	day of	20	
THE CONDITIONS of this obligation are:			
1. If the Bid			
 (a) have withdrawn or modified our Bid during the period of (b) Disagreement to arithmetical correction made to the Bid p (c) having been notified of the acceptance of our Bid by the N of Bid Validity, (i) failure to sign the contract if required (ii) fail or refuse to furnish the Performance Security precedent to signing the contract specified in the Bidding 	rice; or lational Bank of by National Bar / or to comply	Pakistan during t nk of Pakistan to	he period do so or
We undertake to pay to the National Bank of Pakistan up t first written demand, without the National Bank of Pakist provided that in its demand the National Bank of Pakistan state owing to the occurrence of one or both of the conditions, spec This guarantee shall remain in force up to and including twenty-eigh	tan having to states the amount ifying the occurr	substantiate its t claimed by it is red condition or co	demand, due to it, onditions.
Validity, and any demand in respect thereof should reach the Bank n	ot later than the	e above date.	
Name: in the capacity of			

[Signature of the Bank]

..... 20



Dated on day of

signed

BID SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [insert date (as day, month and year)]

Bid No.: [insert number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of National Bank of Pakistan]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid.
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the National Bank of Pakistan during the period of Bid Validity, (i) failure to sign the contract if required by National Bank of Pakistan to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) Working days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capa	city of
[insert legal capacity of person signing the Bid Securing Declaration]	

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on _____day of ____, ___[insert date of signing]

Corporate Seal (where appropriate)
Corporate Guarantor (Seal)



PART-B CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION-VII GENERAL CONDITIONS OF THE CONTRACT (GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The f	following words and expressions shall have the meanings hereby assigned
			to th	
			a)	"Authority" means Public Procurement Regulatory Authority.
			b)	The "Arbitrator" is the person appointed with mutual consent of both
				the parties, to resolve contractual disputes as provided for in the
				General Conditions of the Contract GCC Clause 31 hereunder.
			c)	The "Contract" means the agreement entered into between the
				National Bank of Pakistan and the Supplier, as recorded in the
				Contract Form signed by the parties, including all attachments and
				appendices thereto and all documents incorporated by reference therein.
			d)	The "Commencement Date" is the date when the Supplier shall
			u,	commence execution of the contract as specified in the SCC.
			e)	"Completion" means the fulfillment of the related services by the
				Supplier in accordance with the terms and conditions set forth in the
				contract.
			f)	"Country of Origin" means the countries and territories eligible under
				the PPRA Rules 2004 and its corresponding Regulations as further
				elaborated in the SCC.
			g)	The "Contract Price" is the price stated in the Letter of Acceptance and
				thereafter as adjusted in accordance with the provisions of the
			1. \	Contract.
			h)	"Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.
			i)	"Delivery" means the transfer of the goods from the supplier
			''	equipment, machinery, and /or other materials which the Supplier
				is required to supply to the NBP under Contract.
			j)	"Effective Contract date" is the date shown in the Certificate of
				Contract Commencement issued by the Procuring Agency upon
				fulfillment of the condition's precedent stipulated in GCC Clause 3.
			k)	"Procuring Agency" means the person named as Procuring Agency in
				the SCC and the legal successors in title to this person, procuring the
				Goods and related service, as named in SCC.
			I)	"Related Services" means those services ancillary to the delivery of
				the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of
				technical assistance, training, initial maintenance and other such
				obligations of the Supplier covered under the Contract.
			m)	"GCC" mean the General Conditions of Contract contained in this
				section.
			n)	"Intended Delivery Date" is the date on which it is intended that
				the Supplier shall affect delivery as specified in the SCC.
			0)	·
			p)	
				·
			g)	=
			r)	
1	, Qr.		-	"Eligible Country" means the countries and territories eligible for
ank of the	, Qu		n) o) p) q) r)	"Intended Delivery Date" is the date on which it is intended to the Supplier shall affect delivery as specified in the SCC. "SCC" means the Special Conditions of Contract. "Supplier" means the individual private or government entity of combination of the above whose Bid to perform the contract been accepted by the Procuring Agency and is named as such in Contract Agreement and includes the legal successors or permit assigns of the supplier and shall be named in the SCC. "Project Name" means the name of the project stated in SCC. "Day" means calendar day.

FOR NATIONAL BANK OF PAKISTAN

			participation in accordance with the policies of the Federal Government.
			t) "End User" means the organization(s) where the goods will be used,
			as named in the SCC.
			u) "Origin" means the place where the Goods were mined, grown, or
			produced or from which the Services are supplied. Goods are produced
			when, through manufacturing, processing, or substantial and major
			assembly of components, a commercially recognized new produce
			results that is substantially different in basic characteristics or in
			purpose or utility from its components.
			v) "Force Majeure" means an unforeseeable event which is beyond
			reasonable control of either Party, and which makes a Party's
			performance of its obligations under the Contract impossible or so
			impractical as to be considered impossible under the circumstances. For
			the purposes of this Contract, "Force Majeure" means an event
			which is beyond the reasonable control of a Party, is not foreseeable,
			is unavoidable, and its origin is not due to negligence or lack of care
			on the part of a Party, and which makes a Party's performance of
			its obligations hereunder impossible or so impractical as reasonably
			to be considered impossible in the circumstances, and includes, but
			is not limited to, war, riots, civil disorder, earthquake, fire, explosion,
			storm, flood, epidemics, or other adverse weather conditions, strikes,
			lockouts or other industrial action (except where such strikes, lockouts
			or other industrial action are within the power of the Party Invoking
			Force Majeure to prevent), confiscation or any other action by
			Government agencies. w) "Specification" means the Specification of the Goods and performance
			w) "Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards
			included in the Contract and any modification or addition made or
			approved by the Procuring Agency.
			x) "Supplier's Bid" is the completed Bid document submitted by the
			Supplier to the Procuring Agency.
2.	Application and	2.1	These General Conditions shall apply to the extent that they are not
	interpretation		superseded by provisions of other parts of the Contract.
	interpretation		
		2.2	In interpreting these Conditions of Contract headings and marginal notes
			are used for convenience only and shall not affect their interpretations unless
			specifically stated; references to singular include the plural and vice versa; and
			masculine include the feminine. Words have their ordinary meaning under
			the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order
			of priority:
			(1) From of Contract,
			(2) Special Conditions of Contract,
			(3) General Conditions of Contract,
			(4) Letter of Acceptance,
			(5) Certificate of Contract Commencement
			(6) Specifications
			(7) Contractor's Bid, and
			(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
2	Conditions	2 1	Having signed the Contract, it shall come into effect on the date on which
3.	Conditions	3.1	the following conditions have been satisfied: -
1	Precedent		a) Submission of performance Security (or guarantee) in the form specified
1	Ob.		in the SCC ;
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			b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the
			date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in
			this contract has been satisfied (except to the extent waved by him, but
			subject to such conditions as he shall impose in respect of such waiver) he
			shall promptly issue to the supplier a certificate of Contract commencement,
			which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract
			exchanged by the Supplier and the Procuring Agency shall be written in the
			language specified in SCC. Subject to GCC Clause 3.1, the version of the
			Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the
			laws of Pakistan, unless otherwise specified in SCC.
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the
".		0.1	Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards
			mentioned in the Technical Specifications, and, when no applicable standard is
			mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the
			Pakistani standards such as PSQCA Such standards shall be the latest issued by
			the concerned institution.
8.	Use of Contract	8.1	The Supplier shall not, without the Procuring Agency's prior written consent,
	Documents and		disclose the Contract, or any provision thereof, or any specification, plan,
	Information;		drawing, pattern, sample, or information furnished by or on behalf of the
			Procuring Agency in connection therewith, to any person other than a
	Inspection and Audit		person employed by the Supplier in the performance of the Contract.
	by the Government of		Disclosure to any such employed person shall be made in confidence and shall
	Pakistan		extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Procuring Agency's prior written consent,
			make use of any document or information enumerated in GCC Clause 7.1
			except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1
			shall remain the property of the Procuring Agency and shall be returned (all
			copies) to the Procuring Agency on completion of the Supplier's performance
			under the Contract if so required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies
			involved in financing the project to inspect the Supplier's accounts and
			records relating to the performance of the Supplier and to have them
			audited by auditors appointed by the Government of Pakistan or / and the
			appropriate donor agencies, if so required by the Government of Pakistan
			or / and the appropriate donor agencies.
9.	Patent and Copy	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims
	Rights		of infringement of patent, trademark, or industrial design rights arising from
			use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing
			data and information furnished to the Procuring Agency by the Supplier
			herein shall remain vested in the supplier, or, if they are furnished to the
			Procuring Agency directly, or through the Supplier by any third party, including
			suppliers of materials, the patent right in such materials shall remain vested in
			such third party.
			. ,

10.	Performance	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring
10.		10.1	Agency no later than the date specified in the Letter of Acceptance and shall
	Security (or		be issued in an amount and form and by a bank or surety acceptable to
	Guarantee)		the Procuring Agency, and denominated in the types and proportions of the
			currencies in which the Contract Price is payable as specified in the SCC.
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable
			to the Procuring Agency as compensation for any loss resulting from the
			Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following
			forms:
			a) A bank guarantee, an irrevocable letter of credit issued by a
			reputable bank, or in the form provided in the Bidding Documents
		10.4	The performance security (or guarantee) will be discharged by the Procuring
			Agency and returned to the Supplier not later than thirty (30) calendar days
			following the date of completion of the Supplier's performance obligations
			under the Contract, including any warranty obligations, unless otherwise
			specified in SCC.
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect
			and /or to test the Goods to confirm their conformity to the Contract
			specifications at no extra cost to the Procuring Agency. SCC and the Technical
			Specifications shall specify what inspections and tests the Procuring Agency
			shall notify the Supplier in writing or in electronic forms that provide record
			of the content of communication, in a timely manner, of the identity of any
		11.0	representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or
			its subcontractor(s), at point of delivery, and/or at the Goods' final
			destination. If conducted on the premises of the Supplier or its
			subcontractor(s), all reasonable facilities and assistance, including access to
			drawings and production data, shall be furnished to the inspectors at no
		11.3	charge to the Procuring Agency. Should any inspected or tested Goods fail to conform to the Specifications, the
		11.5	Procuring Agency may reject the Goods, and the Supplier shall replace the
			rejected Goods to meet specification requirements free of cost to the
			Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject
		11.7	Goods after the Goods' arrival in the Procuring Agency's country shall in no
			way be limited or eared by reason of the Goods having previously been
			inspected, tested, and passed by the Procuring Agency or its representative
			prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any
			warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is
			required to prevent their damage or deterioration during transit to their
			final destination, as indicated in the Contract. The packing shall be sufficient
			to withstand, without limitation, rough handling during transit and exposure
			to extreme temperatures, salt and precipitation during transit, and open
			storage. Packing case size and weights shall take into consideration, where
			appropriate, the remoteness of the Goods final destination and the absence of
			heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages
			shall comply strictly with such special requirements as shall be expressly
			provided for in the Contract, including additional requirements, if any,
			specified in SCC, and in any subsequent instructions ordered by the
A Comment	J. D.		Procuring Agency.

13.	Delivery and	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the
	Documents		terms specified in the Schedule of Requirements. The details of shipping
			and or other documents to be furnished by the Supplier as specified in SCC .
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and
			other trade terms used to describe the obligations of the parties shall
			have the meanings assigned to them by the current edition of INCOTERMS
		13.3	published by the International Chamber of Commerce, Paris. Documents to be submitted by the Supplier are specified in SCC.
		13.3	bocuments to be submitted by the supplier are specified in sec.
14.		14.1	The Goods supplied under the Contract shall be fully insured in a freely
	Insurance		convertible currency against loss or damage incidental to manufacture or
			acquisition, transportation, storage, and delivery in the manner specified in the
4.5		45.4	SCC.
15.		15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on
			board the vessel at the specified port of loading, shall be arranged and paid
			for by the Supplier, and the cost thereof shall be included in the Contract
	Transportation		Price. Where the Supplier is required under the Contract to deliver the
			Goods FCA, transport of the Goods and delivery into the custody of the carrier
			at the place named by the Procuring Agency or other agreed point shall be
			arranged and paid for by the Supplier, and the cost thereof shall be included in
		15.2	the Contract Price. Where the Supplier is required under Contract to deliver the Goods CIF or CIP,
		15.2	transport of the Goods to the port of destination or such other named
			place of destination in Pakistan, as shall be specified in the Contract, shall be
			arranged and paid for by the Supplier, and the cost thereof shall be included
			in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods
			to a specified place of destination within Pakistan, defined as the Project Site,
			transport to such place of destination in Pakistan, including insurance and
			storage as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.		16.1	The Supplier may be required to provide any or all of the following services,
			including additional services, if any, specified in SCC:
			a) Performance or supervision of on-site assembly, Installation
			Commissioning and/or start-up of the supplied Goods.
			b) Furnishing of tools required for assembly and/or maintenance of the
	Related		supplied Goods. c) Furnishing of a detailed operations and maintenance manual for each
	Services		appropriate unit of the supplied Goods.
	Services		d) Performance or supervision or maintenance and/or repair of the
			supplied Goods, for a period of time agreed by the parties, provided
			that this service shall not relieve the Supplier of any warranty obligations
			under this Contract; and
			e) Training of the Procuring Agency's personnel, at the Supplier's plant
			and/or on-site, in assembly, start- up, operation, maintenance, and/or
17.		17.2	repair of the supplied Goods. As specified in SCC, the Supplier may be required to provide any or all of the
17.		17.2	following materials, notifications, and information pertaining to spare parts
			manufactured or distributed by the Supplier:
	Spare Parts		a) Such spare parts as the Procuring Agency may elect to purchase from
			the Supplier, provided that this election shall not relieve the Supplier of
			any warranty obligations under the Contract; and
A Company	A STATE OF THE STA		b) In the event of termination of production of the spare parts:

			 i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) calendar days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
	70.	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4

20.		20.1	The contract price shall be as specified in the Contract Agreement Subject to
=-=	Prices		any additions and adjustments thereto or deductions there from, as may be
			made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed
			under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in
			the Procuring Agency's request for Bid Validity extension, as the case may be.
21.		21.1	The Procuring Agency may at any time, by a written order given to the
21.		21.1	Supplier pursuant to GCC Clause 22 , make changes within the general scope
			of the Contract in any one or more of the following:
	Change Onder		a) Drawings, designs, or specifications, where Goods to be furnished
	Change Order		under the Contract are to be specifically manufactured for the
			Procuring Agency.
			a) The method of shipment or packing.
			b) The place of delivery; and/or
		21.2	c) The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the
			Contract an equitable adjustment shall be made in the Contract Price or
			delivery schedule, or both, and the Contract shall accordingly be amended. Any
			claims by the Supplier for adjustment under this clause must be asserted
			within thirty (30) calendar days from the date of the Supplier's receipt of the
			Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be
			needed but which were not included in the Contract shall be agreed upon in
			advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract	22.1	Subject to GCC Clause 21 , no variation in or modification of the terms of the
22.	Amendments	22.1	Contract shall be made except by written amendment signed by the parties.
		23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part,
23.	Assignment		obligations under this Contract, except with the prior written consent of the
			other party.
		24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting
24.	Sub-contracts		under this contract if not already specified in the Bid. Subcontracting shall
		24.2	not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5.
	Delays in the	25.1	Delivery of the Goods and performance of Services shall be made by the
25.	Supplier's		Supplier in accordance with the time schedule prescribed by the Procuring
	Performance		Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its
			subcontractor(s) should encounter conditions impeding timely delivery of the
			Goods and performance of Services, the Supplier shall promptly notify the
			Procuring Agency in writing or in electronic forms that provide record of the
			content of communication of the fact of the delay, its likely duration and its
		25.3	
	1		
			performance of its delivery obligations shall render the Supplier liable to the
		25.3	Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the

			extension of time is agreed upon pursuant to GCC Clause 25.2 without the
			application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 27. The Procuring Agency or the Supplier, without prejudice to any other remedy
27.	Termination for Default	27.1	for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	 Fundamental breaches of Contract shall include, but shall not be limited to the following: a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 25; or b) the Supplier fails to perform any other obligation(s) under the Contract. c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC. d) The supplier has abandoned or repudiated the contract. e) The Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation. f) A payment is not paid by the Procuring Agency to the Supplier after 84 calendar days from the due date for payment. g) The Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		27.3	For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule- 2 (1) (f) of Public Procurement Rules-2004.
		27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 27.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28.	Termination for Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances,

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			and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
		28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30.	Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) calendar days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect: a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) calendar days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of both parties. After the dispute has been referred to the arbitrator, within 30 calendar days, or within such other period as may be proposed by the Parties, the Arbitrator
32.	Procedure for Disputes Resolution	32.1	shall give its decision. The rendered decision shall be binding to the Parties. The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
7k - 1	₹ø.	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC .

33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	Limitation of Liability	34.1	 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8, a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause	GCC Clause	Amendments of, and Supplements to, Clauses in the GCC	
Number	Number		
1	Definitions (GCC 1)		
1.1	1.1(d)	The Commencement Date is: As stated in the Certificate of Contract	
		Commencement	
1.2	1.1(f)	Country of Origin means: Origin of the Country where Goods are	
		manufactured and can be imported as per Laws of Pakistan.	
1.3	1.1(k)	The Procuring Agency is: National Bank of Pakistan	
		Goods & related Services: Air-Conditioners and its installation, testing &	
		commissioning at NBP's identified place.	
1.4	1.1(n)	Intended Delivery Date is: 15 Calendar days from the Effective Contract date	
1.5	1.1(p)	The Supplier is:	
1.6	1.1(q)	The title of the subject procurement or The Project is:	
		PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES	
		RUQUIRED FOR NBP OFFICES/BRANCHES OF NBP KARACHI WEST AND KARACHI	
		SOUTH REGIONS.	
1.7.	1.1(t)	End User: National Bank of Pakistan	
2	Conditions Precedent (GCC 3)		
2.1	3.1	a) The Performance Security (or guarantee) is to be submitted in the form of:	
		As specified in the BDS Clause: 47.	
		b) The Advance payment unconditional Guarantee to be submitted in the form	
		of: Not Applicable	
2.2	3.2	The date for Condition precedent is: As specified in the Letter of Acceptance	
3	Governing Lang	guage (GCC 4)	
3.1	4.1	The Governing Language shall be English	
4	Applicable Law	(GCC 5)	
4.1	5.1	The Applicable Law shall be: Laws of the Pakistan	
5	Country of Orig	in (GCC 6)	
5.1	6.1	Country of Origin is:	
6	Performance Se	ecurity (or guarantee) (GCC 10)	
6.1	10.1	The amount of performance security (or guarantee), as a percentage of the	
	- 70	Contract Price, shall be: 5% of the Contract Price	
6.2.	10.4	After delivery and acceptance of the Goods, 100 percent of the Performance	
		Security (or guarantee) shall be withheld to cover the Supplier's warranty	
		obligations in accordance with GCC Clause 18.2.	
7	Inspections and	Tests (GCC 11)	
7.1	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as	
12		follows:	
- 11 M			

		Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the National Bank of Pakistan in order to ensure that the goods are manufactured in compliance with the contract.
8	Packing (GCC Cl	ause 12)
8.1	12.2	The following SCC shall supplement GCC Clause 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the National Bank of Pakistan in the Technical Specification.
9	Delivery and Do	ocuments (GCC Clause 13)
9.1	13.1	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the National Bank of Pakistan, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount. (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading. (iii.) One original plus four copies of the packing list identifying contents of each package. (Iv.) Insurance Certificate. (v.) Manufacturers or Supplier's warranty certificate. (Vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (Vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
9.2	13.3	For Goods from within Pakistan: Upon delivery of the Goods, the Supplier shall notify the Procuring Agency and mail/deliver the following documents to the Procuring Agency: (i.) one original plus two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount. (ii.) delivery note. (iii.) Manufacturers or Supplier's Warranty Certificate. (iv.) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report (if any); and (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of

	T	origin in duplicate (optional).		
		The above documents shall be received by the Procuring Agency before or after arrival of the Goods and, if not received, the Supplier will be responsible for any		
		consequent expenses.		
10	Insurance (GCC			
10.1	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable		
		INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks"		
		basis, including War Risks and Strikes. (For Goods imported from abroad)		
11	Related Service	s (GCC Clause 16)		
11.1	16.1	Related services to be provided are:		
		Inland transportation from Supplier's Warehouse, unloading, installation,		
		testing and commissioning at the Procuring Agency's place.		
12	Spare Parts (GC	CC Clause 17)		
12.1	17.1	Additional spare parts requirements are: Not Applicable		
13	Warranty/Defe	ct Liability Period (GCC Clause 18)		
		GCC Clause 18.2—In partial modification of the provisions, the warranty period		
		shall be twelve months from date of acceptance of the Goods. The Supplier shall,		
		in addition, comply with the performance and/or consumption guarantees		
		specified under the Contract. If, for reasons attributable to the Supplier, these		
		guarantees are not attained in whole or in part, the Supplier shall, at its discretion,		
		either:		
		(a) make such changes, modifications, and/or additions to the Goods or any		
13.1	18.2	part thereof as may be necessary in order to attain the contractual		
		guarantees specified in the Contract at its own cost and expense and		
		to carry out further performance tests in accordance with SCC 4,		
		Or		
		(b) pay liquidated damages to the Procuring Agency with respect to the		
		failure to meet the contractual guarantees. The rate of these		
		liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten		
		percent of the contract value.		
		The period for correction of defects in the warranty period is:		
13.2	18.4 & 18.5	Five Working Days		
14	Payment (GCC			
	r dyment (dec	The method and conditions of payment to be made to the Supplier under this		
		Contract shall be as follows:		
	7.00	Payment for Goods supplied from abroad:		
		Payment of foreign currency portion shall be made in: Not Applicable		
	7.0	Advance Payment: Zero (0) percent of the Contract Price shall be paid within thirty (30) calendar days of signing of the Contract, and upon submission of claim		
14.1	19.1	and a bank guarantee for equivalent amount valid until the Goods are delivered		
1	13.1	and, in the form, provided in the Bidding Documents or another form		
		acceptable to the National Bank of Pakistan.		
		On Shipment: Zero (0) percent of the Contract Price of the Goods shipped shall be		
		paid through irrevocable confirmed letter of credit opened in favor of the Supplier		
		in a bank in its country, upon submission of documents specified in GCC Clause 10 . On Acceptance: 100 percent of the Contract Price of Goods received shall be paid		
1. 12	l			

FOR NATIONAL BANK OF PAKISTAN

		within thirty (30) calendar days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency. Payment of local currency portion shall be made in: Pak Rupees within thirty (30) calendar days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed. Payment for Goods and Services supplied from within Pakistan: Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: Advance Payment: Zero (0) percent of the Contract Price shall be paid within thirty (30) calendar days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the National Bank of Pakistan.
		On Delivery: Zero (0) percent of the Contract Price shall be paid on receipt of the
		Goods and upon submission of the documents specified in GCC Clause 13.
		On Acceptance: 100 percent of the Contract Price shall be paid to the Supplier
		within thirty (30) calendar days after the date of the acceptance certificate for
		the respective delivery issued by the Procuring Agency.
14.2	19.3	Rate to be used for paying the Supplier's interest on the late payment made by
112	10.1	Procuring Agency shall be 0 %
14.3	19.4	Payment to be made to the supplier in : Pak Rupees
15	Prices (GCC 20)	
15.1	20.1 & 20.2	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not Applicable
16	Liquidated Dam	nages (GCC Clause 26)
16.1	26.1	Applicable rate: 0.5% per week of undelivered materials/good's value
10.1		Maximum deduction: is equal to the performance security.
17	Termination for	r Default (GCC Clause 27)
17.1	27.2 (c)	Deadline for submission of Performance Security: As specified in the Letter of
		Acceptance
18	Procedure for D	ispute Resolution (GCC Clause 32)
18.1	32.1	Place: Karachi
	32.3	Dispute Resolution
		(a) For Contracts to be entered with foreign Contractor/ Service
		Provider:
		All disputes arising in connection with the present Contract shall be finally
		settled under the Rules of Conciliation and Arbitration of the International
		Chamber of Commerce by one or more arbitrators appointed in
		accordance with said Rules.
		(b) For Contracts to be entered with nationals of Pakistan: 1. If any dispute of any kind whatsoever shall arise between the National
		Bank of Pakistan and the Supplier in connection with or arising out of the
18.2		Contract, including without prejudice to the generality of foregoing, any
10.2		question regarding its existence, validity, termination and the execution
		of the Contract— whether during developing phase or after their
		completion and whether before or after the termination, abandonment
		or breach of the Contract – the parties shall seek to resolve any such
		dispute or difference by mutual diligent negotiations in good faith within
		7 (seven) calendar days following a notice sent by one Party to the other
		Party in this regard.
		2. At future of negotiation the dispute shall be resolved through mediation
		and mediator shall be appointed with the mutual consent of both parties.
10,00		3. At the event of failure of mediation to resolve the dispute relating to this

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		contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. The Arbitration shall take place in [Insert name of the city] and proceedings will be conducted in – [Specify language] language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.
19	Notices (GCC CI	
19.1	35.1	— Procuring Agency's address for notice purposes: Divisional Head Procurement Division, Logistics Communications & Marketing Group, 3rd Floor, NBP Head Office Building, I.I Chandigarh Road, Karachi —Supplier's address for notice purposes:



SECTION-IX CONTRACT FORMS



FORM OF CONTRACT

(To be submitted on Stamp Paper of worth in accordance with existing Stamp Paper Act)

THIS A	GREEMENT made on the day of 20 between <u>National Bank of Pakistan</u> ; having its registered
Office	at Head Office Building, I.I. Chandigarh Road, Karachi (hereinafter called the "NBP") of the one part and
M/s	having its registered Office at
	of (hereinafter called the
"Supp	lier") of the other part.
WHER	EAS the NBP invited bids for the certain goods and related services viz.,
	(Insert brief description of goods and services)
	as accepted a Bid by the Supplier for the supply of those goods and services in the sum of Rs.
	; (In Words:
(herei	nafter; called "Contract Price").
NOW.	THIS CONTRACT WITNESSETH AS FOLLOWS:
1.	In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the
	Conditions of Contract referred to.
2.	The following documents shall be deemed to form and be read and construed as part of this Contract. In the event
	of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the
	order in which the Contract Documents are listed below.
	a. This form of Contract.
	b. The Form of Bid and the Priced Schedule submitted by the Bidder.
	c. The Schedule of Requirements.
	d. The Technical Specifications.
	e. The Special Conditions of Contract.
	f. The General Conditions of the Contract.
	g. The NBP's Letter of Acceptance; and
	h. The Certificate of Contract Commencement.
	i. The Performance Security Ref No: dated:
	j. The completed Contractor's bid
3.	In consideration of the payments to be made by the NBP to the Supplier as hereinafter mentioned, the Supplier
	hereby covenants with the NBP to provide the goods and related Services and to remedy defects therein in
	conformity in all respects within the provisions of the Contract.
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SECTION IX – CONTRACT FORMS FORM – C1: FORM OF CONTRACT

4. The NBP hereby covenants to pay the Supplier, in consideration of the goods and related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with their respective laws, the day, month and year first above written.

Signed, sealed, delivered by	the
(Signature)	
(Seal)	
(for the NBP)	
Witness to the signatures of the NBP :	
Signed, sealed, delivered by	thethe
(Signature)	
Witness to the signatures of the Supplier	

PERFORMANCE SECURITY (OR GUARANTEE) FORM
(To be submitted in a form of Bank Guarantee from any Scheduled Bank of Pakistan on Stamp Paper of worth in accordance to existing Stamp Paper Act)
Guarantee No
Executed on
Expiry date
To: [name of National Bank of Pakistan]
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated [insert date] to delivery [description of goods and services] (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a guarantee:
THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a tota of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the: [insert date]
Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]



FORM OF INTEGRITY PACT

(To be submitted on Stamp Paper of Rs. 500/-)

<u>DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS INCONTRACTS WORTH RS. 10.00 MILLION OR MORE</u>

Contract No:	Dated:		
Contract Value (Figures a	and in words):		
Contract Title:			
·			<u> </u>
privilege or other obligate thereof or any other entite. Without limiting the gerwarrants that it has fully to give and shall not give natural or juridical perso sponsor or subsidiary, a	tion or benefit from National Bar ty owned or controlled by NBP the nerality of the foregoing, declared the brokerage, commiss e or agree to give to anyone wit n, including its affiliate, agent, as ny commission, gratification, bril	ned or inducedthe procurement of any contract, ink of Pakistan (NBP) or any administrative subdividually any corrupt business practice. (Name of Supplier) resion, fees etc. paid or payable to anyone and not gethin or outside Pakistaneither directly or indirect associate, broker, consultant, director, promoter be, finder's fee or kickback, whether described a	epresents and iven or agreed by through any shareholder s consultation
	_	ng the procurement of a contract, right, interes BP, except that which has been expressly declar	_
		of Supplier) certifies that it has made and v	
any false declaration, not of this declaration, repreor benefit obtained or pro-	or will not take any action to circ (Name of making full disclosure, misrepresesentation and warranty. It agree	ersons in respect of or related to the transaction number the above declaration, representation or variously and strict liable senting facts or taking any action likely to defeates that any contract, right, interest, privilege or of the prejudice to any other rights and remedies average at the option of NBP.	warranty. lity for making It the purpose ther obligation
Notwithstanding any rig	hts and remedies exercised by N	NBP in this regard,	(Name o
further pay compensation finder's fee or kickback g	on to NBP in an amount equivale given by	e incurred by it on account of its corrupt business int to ten time the sum ofany commission, gratif(Name of Supplier) as aforesaid for the purposest, privilege or other obligation or benefit in wh	ication, bribe e of obtaining
[Buyer]		[Seller/Supplier]	

PART-C **CHECKLIST & ATTACHMENTS**

CHECKLIST

(List of Requirements to be fulfilled & Documents to be submitted/uploaded by the Bidder for a Responsive & Compliant Bid)

S. No.	DOCUMENTS/REQUIREMENTS	ACTION TO BE TAKEN BY THE BIDDER
	<u>(a)</u>	<u>(b)</u>
1	Documents establishing Eligibility & Qualification of the Bidder	
a)	Latest FBR Online Verification Document confirming that Bidder is on Active Taxpayer List.	Desired document to be uploaded with the Bid.
b)	An Undertaking/Affidavit by the bidder that he has not been blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past.	Desired document to be uploaded with the Bid.
c)	Valid Manufacturer's Authorization Document for the offered goods in favor of the bidder, provided bidder is not the Manufacturer.	Desired document to be uploaded with the Bid.
d)	Proof of three (03) similar nature of Contract with Wall Mounted or Floor Standing Air-Conditioners; performed during last three (03) years of worth not less than Rs. One Million.	Necessary documentary proof to be uploaded with the Bid.
e)	Presence of Bidder's Office Setup /Service Center of OEM in Major Cities in Pakistan for after sales service issues	Necessary documentary proof to be uploaded with the Bid.
2	Bid Responsiveness Requirements	
a)	Bid Security.	Scanned Copy to be uploaded on EPADS and Original to be submitted to NBP before Bid Submission Deadline.
b)	Form 1; i.e. Form of Bid of Section VI of the Bidding Documents.	stamped by the authorized Signatory of the Bidder.
c)	Form 2; i.e. Price Schedule of Section VI of the Bidding Documents.	To be duly filled in, completed, signed and stamped by the authorized Signatory of the Bidder.
d)	The Complete Bidding Document uploaded on EPADS.	Each Page to be initialed / signed and stamped by the authorized Signatory of the Bidder.

CHECKLIST

(List of Requirements to be fulfilled & Documents to be submitted/uploaded by the Bidder for a Responsive & Compliant Bid)

S. No.	DOCUMENTS/REQUIREMENTS	ACTION TO BE TAKEN BY THE BIDDER
	<u>(a)</u>	<u>(b)</u>
e)	Authorization Letter for the Signatory of the Bidder on Bidder's Letterhead or duly Notarized Power of Attorney on Stamp Paper	Desired document to be uploaded with the Bid.
f)	Certified that there is not any Deviation to the terms & conditions of the biding documents and neither any condition has been appended to this bid.	Tick: (Yes) or (No)
3	Documents establishing Eligibility of Goods	
	& Conformity to Bidding Documents	
a)	Detailed Technical Brochure or literature or document of the Manufacturer, elaborating detailed description of the essential technical specifications and performance characteristics of the offered Goods;	Desired document to be uploaded with the Bid.
b)	Technical Specifications of Section V of the bidding documents	To be duly filled in, completed, signed and stamped by the authorized Signatory of the Bidder.

ATTACHMENTS

(Bidders are instructed to attach their documents as per Checklist above. at identified Annexures detailed hereunder)

S. No.	DOCUMENTS	ATTACH AT FOLLOWING ANNEXURE
		<u>(Yes / No)</u>
1	Documents establishing Eligibility & Qualification of the Bidder	
a)	Latest FBR Online Verification Document confirming that Bidder is on Active Taxpayer List.	Α
b)	An Undertaking/Affidavit by the bidder that he has not been blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past.	В
c)	Valid Manufacturer's Authorization Document for the offered goods in favor of the bidder, provided bidder is not the Manufacturer.	С
d)	Proof of three (03) similar nature of Contract with Wall Mounted or Floor Standing Air-Conditioners; performed during last three (03) years of worth not less than Rs. One Million	D1, D2 & D3
e)	Presence of Bidder's Office Setup/Service Center of OEM in Karachi Pakistan, for after sales service issues.	E
2	Bid Responsiveness Requirements	
e)	Authorization Letter for the Signatory of the Bidder on Bidder's Letterhead or duly Notarized Power of Attorney on Stamp Paper.	F
3	Documents establishing Eligibility of Goods & Conformity to Bidding	
	Documents	
a)	Detailed Technical Brochure or literature or document of the Manufacturer; elaborating detailed descriptions of the essential technical specifications and performance characteristics of the offered Goods.	G

BLANK PAGE FOR ATTACHMENT OF ANNEXURE "A" FBR DOCUMENT FOR ACTIVE STATUS ON ATL



BLANK PAGE FOR ATTACHMENT OF ANNEXURE "B" NON-BLACKLISTED UNDERTAKING/AFFIDAVIT



BLANK PAGE FOR ATTACHMENT OF ANNEXURE "C" VALID MANUFACTURER'S AUTHORIZATION DOCUMENT

BLANK PAGE FOR ATTACHMENT OF ANNEXURE "D1" EXPERIENCE RELATED DOCUMENTS SUPPLY - 1

BLANK PAGE FOR ATTACHMENT OF ANNEXURE "D2" EXPERIENCE RELATED DOCUMENTS SUPPLY - 2

BLANK PAGE FOR ATTACHMENT OF ANNEXURE "D3" EXPERIENCE RELATED DOCUMENTS SUPPLY - 3

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BLANK PAGE FOR ATTACHMENT OF ANNEXURE "F" AUTHORIZATION DOCUMENT FOR THE SIGNATORY OF THE BIDDER



BLANK PAGE FOR ATTACHMENT OF ANNEXURE "G" TECHNICAL BROCHURES / LITERATURE OF THE **MANUFACTURER**

