

NATIONAL BANK OF PAKISTAN

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES AND BRANCHES OF SOUTH WING AT NBP QUETTA REGION ..

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. 0 5 JUN 2025

June 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 the 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.

TABLE OF CONTENTS

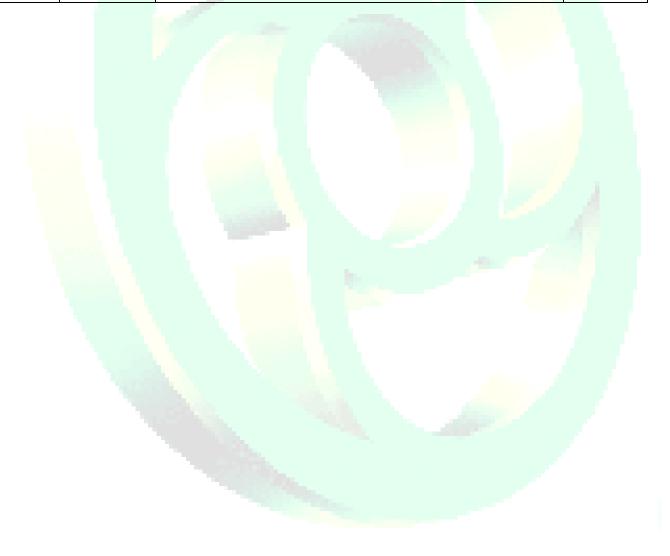
		TABLE OF CONTENTS	PAGE NO
PART	Α	BIDDING PROCEDURE & REQUIREMENTS	
SECTION	I	INVITATION TO BIDS	01
SECTION	II	INSTRUCTION TO BIDDERS (ITBs)	04
	А	INTRODUCTION	05
	В	BIDDING DOCUMENTS	08
	С	PREPARATION OF BIDS	11
	D	SUBMISSION OF BIDS (ELETRONICALLY ON EPADS)	19
	E	OPENING AND EVALUATION OF BIDS	20
	F	AWARD OF CONTRACT	28
	G	GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM	30
	Н	MECHANISM OF BLACKLISTING	31
SECTION		BID DATA SHEET (BDS)	32
	А	INTRODUCTION	33
	В	BIDDING DOCUMENTS	34
	С	PREPARATION OF BIDS	34
	D	SUBMISSION OF BIDS	36
	Е	OPENING AND EVALUATION OF BIDS	36
	F	AWARD OF CONTRACT	38
	G	REVIEW OF PROCUREMENT DECISIONS	38
SECTION	IV	ELIGIBLE COUNTRIES	39
SECTION	V	SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS	41
	A	SCHEDULE OF REQUIREMENTS	42
	В	TECHNICAL SPECIFICATIONS	43
SECTION	VI	STANDARD FORMS OF BID	46
	Form 1	Form of Bid	48
	Form 2	Price Schedule	49
	Form 3	Letter of Acceptance	50
	Form 4	Bid Security Form	51
	Form 5	Bid Securing Declaration	52
PART	В	CONDITIONS OF CONTRACT AND CONTRACT FORMS	53
SECTION	VII	GENERAL CONDITIONS OF THE CONTRACT Definitions	54 55
	2	Application and interpretation	56
	3	Conditions Precedent	56
	4		57
	5	Governing Language Applicable Law	57
	6	Country of Origin	57
	7	Standards	57
	8		57
	o	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	/د
	9	Patent and Copy Rights	57
	10	Performance Security (or Guarantee)	58
	10	Inspections and Test	58
	T T		50

TABLE OF CONTENTS

	13	Delivery and Documents	59
	13	Insurance	59
	14		59
		Transportation	
	16	Related Services	59
	17	Spare Parts	59
	18	Warranty / Defect Liability Period	60
	19	Payment	60
	20	Prices	61
	21	Change Orders	61
	22	Contract Amendments	61
	23	Assignment	61
	24	Sub-Contracts	61
	25	Delay's in the Supplier's Performance	61
	26	Liquidated Damages	62
	27	Termination for Default	62
	28	Termination for Force Majeure	62
	29	Termination for Insolvency	63
	30	Termination for Convenience	63
	31	Disputes Resolution	63
	32	Procedure for Disputes Resolution	63
	33	Replacement of Arbitrator	64
	34	Limitation of Liability	64
	35	Notices	64
	36	Taxes and Duties	64
SECTION	VIII	SPECIAL CONDITIONS OF THE CONTRACT (SCC)	65
	1	Definitions (GCC Clause 1)	66
	2	Conditions Precedent (GCC Clause 3)	66
	3	Governing Language (GCC Clause 4)	66
	4	Applicable Law (GC <mark>C Cl</mark> ause 5)	66
	5	Country of Origin (GCC Clause 6)	66
	6	Performance Security (or Guarantee) (GCC Clause 10)	66
	7	Inspections and Test (GCC Clause 11)	66
	8	Packing (GCC Clause 12)	67
	9	Delivery and Documents (GCC Clause 13)	67
	10	Insurance (GCC Clause 14)	68
	11	Related Services (GCC Clause 16)	68
	12	Spare Parts (GCC Clause 17)	68
	13	Warranty / Defect Liability Period (GCC Clause 18)	68
	14	Payment (GCC Clause 19)	68
	15	Prices (GCC Clause 20)	69
	16	Liquidated Damages (GCC Clause 26)	69
	17	Termination for Default (GCC Clause 27)	69
	18	Procedure for Disputes Resolution (GCC Clause 32)	69
	19	Notices (GCC Clause 35)	70
SECTION	IX	CONTRACT FORMS	71
	Form-C1	Form of Contract	72
	Form-C2	Performance Security (or Guarantee) Form	74
	Form-C3	Integrity Pact (For Contract Value above Rs.10 M)	75

TABLE OF CONTENTS

	Α	CHECKLIST	77
		(List of Requirements to be fulfilled & Documents to be submitted	
		/ uploaded by the Bidder for a Responsive & Compliant Bid)	
	В	ATTACHMENTS	79
		(Bidders are instructed to attach/upload their documents at	
		identified Annexures detailed hereunder; in pursuant to above	
		Checklist)	
ANNEXURE	А	FBR Document for Active Status on ATL	80
ANNEXURE	В	Non-Blacklisted Undertaking / Affidavit	81
ANNEXURE	С	Valid Manufacturer's Authorization Document	82
ANNEXURE	D1	Experience related Documents - Supply 1	83
ANNEXURE	D2	Experience related Documents - Supply 2	84
ANNEXURE	D3	Experience related Documents - Supply 3	85
ANNEXURE	E	Documentary Proof Confirming presence of Bidder's Office Setup	86
		in Karachi	
ANNEXURE	F	Authorization Document for the Signatory of the Bidder	87
ANNEXURE	G	Technical Brochures / Literature	88



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 and BRANCHES OF SOUTH WING at NBP QUETTA REGION.

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 Banker's Cheque or Payment Order or Bank Guarantee in the amount of **RS.487,000/-.** 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 11:30 AM dated: 03 July, 2025. The bids will be opened promptly thereafter on EPADS at 12:00 PM the same day, and in the presence of 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

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES and BRANCHES OF SOUTH WING at NBP QUETTA REGION.

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 comply 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 **11:30 AM** dated: **03 July , 2025.** The bids will be opened promptly thereafter on **EPADS** at **12:00 PM** 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)



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

A - INTRODUCTION

	1	The Descention America (DA) as indiced by the Dillocation of the Constant of the Constant
	.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 .
1. Scope of Bid	.1.2.	Bidders must quote for the complete Scope of the Works as per Appendix A to Bid and details of works specified in the Bill of Quantities. Any Bid not covering complete Scope of the Works
	.1.3.	 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"; 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
	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. (<i>The limit on the number of members of JV or Consortium or</i> <i>Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA</i>).
	3.2 3.3	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. Verifiable copy of the agreement that forms a joint venture, consortium or association
3. Eligible Bidders	3.4	 shall be required to be submitted as part of the Bid. 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.

	1	
		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"
		f) Submit more than one bid in this Bidding process.
		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
		pr <mark>operty;</mark>
		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
		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.
	_	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.
		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
	3.11	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 &		
Related		
	10	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 where the related services are/to be supplied.
	4.2	
anthe and the set	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and
SALE AND		

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-origin 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.
	5.4	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	5.0	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
		process.
	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid,
		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	0.2	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

7. Contents of Bidding Documents	7.1	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 II Instructions to Bidders (ITB) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section VI Eligible Countries Section VI Eligible Countries Section VI General Conditions, Schedule of Requirements Section VI General Conditions of Contract (GCC) Section VII General 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 bidder's, 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
	7.2	and agents from and against all liability in respect thereof and will be

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

	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 9.1	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. 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		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
	9.4	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.
Barry D. 201	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
	10.1	addendum is issued within last three (03) working days of the Bid submission deadline. 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
	10.3	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

		At any time prior to the deadline for submission of hids, the Employer may
	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	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
Documents		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 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 ;
	12.2	b) carriage paid;
	13.2	c) received on, or before, the closing time and date for the submission of bids;
		and
		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
		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
	10.0	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).

FOR NATIONAL BANK OF PAKISTAN

14. Documents	14.1	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents
Establishing		establishing the eligibility in conformity to the terms and conditions specified in
Eligibility of		the Bidding Documents for all goods and related services which the Bidder
Goods and		proposes to deliver.
Related	14.2	The documentary evidence of the eligibility of the goods and related services shall
Services and		consist of a statement in the Price Schedule of the country of origin of the goods
Conformity to		and related services offered which shall be confirmed by a certificate of origin
Bidding		issued at the time of shipment.
Documents	14.3	The documentary evidence of conformity of the goods and related services
Documents		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 G <mark>oods.</mark>
		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
a conclusion of the		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.
	14.0	In case any other language than English is used the pertinent translation into English
		shall be attached to the original version.
15. Documents	15.1	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents
Establishing		establishing the Bidder's eligibility to participate in the bidding process and/or its
Eligibility and		qualification to perform the contract if its Bid is accepted.
Qualification of		
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
	15.3	from an eligible country as defined in Section-4 titled as "Eligible Countries".
	10.0	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
N		Bidder did not manufacture or otherwise produce, the Bidder has been

	C – PREPARATION OF BIDS
	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.
	${ m d})\;$ 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	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	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	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	
17	 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): i) the price of the goods quoted EXW (ex-works, ex- factory, ex-warehouse, ex-showroom, or of f -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-

		C – PREPARATION OF BIDS
		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: 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 the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.
		incidental to delivery of the goods from the port of entry to their final
		destination, if specified in the BDS .
	17.7	v) the price of (incidental) services, if any, listed in the BDS . Prices proposed on the Price Schedule for goods and related services shall be
	17.7	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 b) For Related Services
		 i) The price of the related services, and ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	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.

		C – PREPARATION OF BIDS
		 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.
	18.2	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 orbid 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.
	20.1	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. Bid Securing or Bid Securing	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 .
Declaration	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

(28) calendar days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is setunded. In either case, the form must include the complete name of the Bidder; (2) a cashier's or certified cheque; or (2) another security if indicated in the BDS 10 20.4 of the Bid Security or Bid Security Declaration include in section VI (Standarform), or another form approved by the NBP prior to the Bid submission. 20.5 The Bid Security or Bid Security Deviation VI (Standarform), or another form approved by the NBP prior to the Bid submission. 20.6 Any Bid not accompanied by a Bid Security or Bid Security and the NP in case any of the conditions itself in 18.3.8 and environment. 20.6 Any Bid not accompanied by a Bid Security or Bid Security and shall promptly as possible, however in no case later than thirty (30) calendar days after the expiration of the period of Bid Sociality to security and shall promptly return the Bid Security. 20.7 a) the expiry of the Bid Security. 20.7 b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance security (or guarantee). 20.7 b) the entry into force of a procurement contract and the provision of Bids, unless the Biding documents. 20.7 b) the entry into force of a procurement contract and the provision of Bids, unless the Biding documents is required by the Bidd profester security of the Bidd region of Bids, unless. 20.8 <		1	C – PREPARATION OF BIDS
 include the complete name of the Bidder; acother security if indicated in the BDS 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. The Bid Security or Bid Security and the paybel promptly upon written demand by the NBP incase any of the conditions listed in TB 18.9 are invoked. Any Bid not accompanied by a Bid Security or Bid Security and the Paybel protected by the NBP as non-responsive, pursuant to TB 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 TB 27. 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: 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. the expirant to TB 41, or furnishing the performance security (or guarantee), is required by the Bidder signing the contract in acrose of a successful Bidder's Bid Security will be discharged upon the Bidder signing the contract in accomparise to Bid Security and Al1, or furnishing the performance security (or guarantee), pursuant to TB 42, or i) withdraws its Bid during the period of Bid Validity as specified by the NBP, and referred by the bidder on the Form of Bid except as provided for min TB 17.2, or ii) does not accept the correction of errors pursuant to TB 43, or guarantee), pursuant to TB 44, or ii) to sign the contract in accondance with TB 42			(28) calendar days beyond the end of the validity of the Bid. This shall also
b) a cashier's or certified cheque; or c) another security of Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the NBP pirot to the Bid submission. 20.4 The Bid Security shall be payable promptly upon written demand by the NBP in case any of the conditions listed in ITB 18.9 are involved. 20.5 any of the conditions listed in ITB 18.9 are involved. 20.6 Any Bid not accompanied by a Bid Security or Bid Security nor Bid Security and Bid Security and Bid Security and Stall be rejected by the NBP pirot to the Bid avant to ITB 28. 20.6 Any Bid not accompanied by a Bid Security will be discharged or returned as promptly pursuant to ITB 28. 20.7 No Bid mot accompanied by a Bid Security will be discharged or returned as promptiv pursuant to ITB 28. 20.7 No 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 withdrawai of the Bid prior to the deadline for the submission of Bid Superstand Bids. d) the withdrawai to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.7 No functional by the bidder on the Form of Bid Security or Bid Security as provide for in ITB 17. The NBP submit offers Bid Security may be forefited, or the Bid Security asubmission of Bids, unle			apply if the period for Bid Validity is extended. In either case, the form must
b) a cashier's or certified cheque; or c) another security of Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the NBP pirot to the Bid submission. 20.4 The Bid Security shall be payable promptly upon written demand by the NBP in case any of the conditions listed in ITB 18.9 are involved. 20.5 any of the conditions listed in ITB 18.9 are involved. 20.6 Any Bid not accompanied by a Bid Security or Bid Security nor Bid Security and Bid Security and Bid Security and Stall be rejected by the NBP pirot to the Bid avant to ITB 28. 20.6 Any Bid not accompanied by a Bid Security will be discharged or returned as promptly pursuant to ITB 28. 20.7 No Bid mot accompanied by a Bid Security will be discharged or returned as promptiv pursuant to ITB 28. 20.7 No 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 withdrawai of the Bid prior to the deadline for the submission of Bid Superstand Bids. d) the withdrawai to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.7 No functional by the bidder on the Form of Bid Security or Bid Security as provide for in ITB 17. The NBP submit offers Bid Security may be forefited, or the Bid Security asubmission of Bids, unle			include the complete name of the Bidder;
C) another security if indicated in the BDS 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 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 and be payable promptly upon written demand by the NBP in case any of the conditions listed in TB 18.9 are invoked. 20.6 Any Bid not accompanied by a Bid Security or Bid Security and the Payable provided by the NBP as non-responsive, pursuant to TB 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 TB 28. 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), 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. 20.8 The Bid Security may be forfeited, or the Bid Security provide for in TB 17.2; or i) the entry tho TB 42. The Bid Security may be forfeited, or the Bid Security as provided for in TB 17.2; or ii) does not accept the correction of errors pursuant to TB 30.3; or b) in			b) a cashier's or certified cheque; or
20.4 The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security on Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the NBP pinc to the Bid submission. 20.5 The Bid Security shall be payable promptly upon written demand by the NBP in case any of the conditions listed in ITB 18.3 or 18.3 shall be rejected by the NBP as non-responsive, pursuant to ITB 28. 20.6 Any Bid not accompanied by a Bid Security or Bid Security Declaration in coase later than thirty (30) calendar days after the expiration of the period of Bid Validity prescribed by the NBP as non-responsive, pursuant to ITB 28. 20.7 A) The NBP shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security. b) the entry into force of a producement contract and the provision of a performance security (or guarantee), is required by the Biding documents. c) the rejection by the NBP of al Bids. d) the entry into force of a producement contract and the provision of Bid sullates. g) the entry into force of a producement stipulate that no such withdrawal is permitted. The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42. 20.8 The Bid Security may be forteited, or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws is Bid during the period of Bid Validity as specified by the NBP, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or <t< th=""><th></th><th></th><th></th></t<>			
20.4 of the Bid Security or Bid Securing Declaration included nubmission. 20.5 The Bid Security shall be payable promptly upon written demand by the NBP in case any of the conditions listed in ITB 18.9 are invoked. 20.6 Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the NBP as non-responsive, pursuant to ITB 28. 20.6 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: a) the expiry of the Bid Security. b) the entry into force of a procurement contract and the provision of a performance of the performance of the contract if such a security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.7 The Bid Security may be forfeited, or the Bid Securing Declaration executed:			
20.5 The Bid Security shall be payable prompty upon written demand by the NBP in case any of the conditions listed in ITB 18.9 are invoked. Any Bid not accompanied by a Bid Security or Bid Securing Declaration in 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 Vaididty 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: 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. 20.8 The Bid Security may be forfieted, or the Bid Securing Declaration executed: a) withdraws its Bid during the period of Bid Validity as specified by the NBP, and there are a successful Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the NBP, and referred by the bidder on the Form of Bid security (or guarantee), in accordance with ITB 42. 21. Alternative Bids by Bidders 21.1 Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the ba		20.4	
20.3 any of the conditions listed in TB 18.9 are invoked. Any Bid not accompanied by a Bid Security or Bid Securing Declaration in 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 b) the entry into force of a procument 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 Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.8 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, and referred by the bidder on the Form of Bid except as provided for 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's technical design as indicated in the specifications and Schedule of Requirements. Alternatives of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requiremenets. Alternatives of t			Forms) or another form approved by the NBP prior to the Bid submission.
any of the conditions isted in 118 18.9 are invoked. Any Bid not accompanied by a Bid Security or Bid Securing Declaration in 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), is required by the Biding documents. c) the rejection by the NBP of all Bids. c) the rejection by the NBP of all Bids. c) the rejection by the Bid Security will be discharged upon the Bidder signing Bids, unless the Biding documents stipulate that no such withdrawal is permitted. c) the rejection by the Sid Security will be discharged upon the Bidder signing and referred by the bidder on the Form of Bid except as provided for in TB 17.2; or i) des not accept the correction of errors pursuant to ITB 30.3; or b) in the case of a successful Bidder's the didder fails: i) o signithe contract in accordance with ITB 42. Z1. Alternative Bids 20.9 in TB 17.2; or ii) dees not accept the correction of errors pursuant to I		20.5	The Bid Security shall be payable promptly upon written demand by the NBP in case
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. 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. 20.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.9 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, and refered by the bidder on the Form of Bid Security or juntated in the specifications and Schedule to ordenace with ITB 42. 20.9 in TB 17.2; or ii) to toring the contract in accordance with ITB 42.		20.5	
21. Alternative Bids 21. Alternative Bids 21. Alternative Bids 21. Alternative Bids 21. Alternative Bids 21. Bidders shall submit offers that complex bids bidders with the requirements of the Bid Security (or guarantee), parsuant to ITB 42. 21. Alternative Bids 21.1 21. Alternative Bids 21.1 </th <th></th> <th></th> <th></th>			
21. Alternative Bids 21. Alternative Bids 21. Alternative Bids 21.1 21.2 21.1 21.3 If contains performance security of codes 21.4 21.2 21.3 If contains performance security contain corres pursuant to ITB 41. contains performance security contain performance security contain performance security contain performance security conta		20.6	
21. Alternative Bids 21. 21. Alternative Bids 21.1 21. Alternative Bids 21.1 21. Alternative Side 21.1 21. Alternative Bids 21.1 21.3 If a Bidder: 21.4 If a Bidder: 21.5 If a Bidder: 21.6 If a Bidder: 21.7 If a Bidder: 21.8 If a Bidder: 21.1 If a Bidder: 21.2 If a Bidder: 21.3 If a Bidder: 21.4 If a Bidder: 21.5 If b Curinta correstin accordance with ITB 41; or </th <th></th> <th></th> <th></th>			
21. Alternative Bids 21.1 Bidders bid Security may be forfeited, or the Bid Security will be discharged upon the Bidders shall submit offers that correction of errors pursuant to ITB 30.3; or 21. Alternative Bids 21.1 Bidders bedfull and offers that correction of errors pursuant to ITB 30.3; or 21. Alternative Bids 21.3 Bidders of a successful Bidder's technical design as indicated in the specifications and schedule for explained by the Bidder sale successful Bidder's technical alternatives will not be considered. 21. Alternative Bids 21.1 Bidders bedfull allow of for the Bidder's bidder's technical alternatives of the Bidder's bidder's technical alternatives of the Bidder's bidder's technical alternatives will not be considered. 21. Alternative Bids 21.1 The successful Bidder's Bid Guring the perior of Bid validity as specified by the NBP, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or 21. Alternative Bids 21.1 Bidders be disclowed for the Bidder's bidder's technical design as indicated in the specifications and schedule of reguraments. Alternatives will not be considered. 21.2 When alternative schedule for delivery of goods. If so, allowed in the BDS, Bidder's wishing to offer technical alternatives to the requirements of the Bidding Documents, including the basic wishing to offer technical alternatives to the requirements of the Bidding Documents, including the basic bidder's technical alternatives to the requirements of the Bidding Documents, including the basic bidder's technical alternatives to the requirements of the Bidding Docum	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		
21. Alternative Bids 21. 21. Alternative Bids 21.1 Bidders 21.1 Bidders 21.1 Bidders 21.1 Bidders 21.1 Bidders Bidder for bid bidder for bid bidder for bidder fails: 1.1 1.1 21.2 Bidders shall submit offers that comply with the requirements of the Bidding Document			
21. Alternative Bids 21.1 Bidders 21.1 Bidders 21.3 If so, allowed in the Bids Bidders shall submit offers that comply with the Bidder size specifications and Schedule of Requirements. Schedule for delivery of gaosa with the requirements of the Bidding Documents. 21. Alternative Bids 21.1 Bidders 21.3 If so, allowed in the Bids. 21.3 If so, allowed in the Bids of the Bid of the Bidder for the submission of Bidders specifications and Schedule of the comply with the requirements of the Bidder: i) 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 the contract pursuant to ITB 42. The Bid Security may be forfeited, or the Bid Securing Declaration executed: a) if a Bidder: ii withdrawals is Bid during the period of Bid Validity as specified by the NBP, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or iii to so and accept the correction of errors pursuant to ITB 43.; or iii big the contract in accordance with ITB 43.; or iii to sign the contract in accordance with ITB 42.; or by Bidders 10.1 biiiiiiii			
20.7 a) the expiry of the Bid Security. 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 dealline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted. 20.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.8 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, and referred by the bidder on the Form of Bid except as provided for 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: ii) to furnish performance security (or guarantee) in accordance with ITB 42. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder' fails and subcider dist. 21. Alternative Bids 21.1 Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's and lowed, ITB 19.2 shall prevail 21.2 When alternative schedule for delivery of goods. 21.2			17. The NBP shall make no claim to the amount of the Bid Security, and shall
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. 20.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.8 The Bid Security may be forfeited, or the Bid Securing Declaration executed: a) if a Bidder: ii) withdraws its Bid during the period of Bid Validity as specified by the NBP, and referred by the bidder on the Form of Bid except as provided for the 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 furnish performance security (or guarantee) in accordance with ITB 42. Bidders shall submit offers that comply with the requirements of the Bidding bocuments, 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. 21.3 21.3 If so, allowed in the BDS, Bidders wishing to offer techni			promptly return the Bid Security document, after whichever of the
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), for the performance of the contract of the rejection by the NBP of all Bids. 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. 20.8 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, and referred by the bidder on the Form of Bid except as provided for 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's technical design as indicated in the specifications and Schedule of Requirements. Alternative will not be considered. a) if a Bidders 21. Alternative Bids by Bidders 21.1 Bidder shall submit offers that comply with the requirements of the Bidding bocuments, 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 different schedule for delivery of goods is explicitly invited, a statement of that effect will be included in			following that occurs earliest:
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), for the performance of the contract if such a security (or guarantee), for the performance of the contract if such a security (or guarantee), for the performance of the contract is permitted.20.8The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42.20.8The 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, and referred by the bidder on the Form of Bid except as provided for 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 42.21. Alternative Bids by Bidders21.1 Bidders shall submit offers that comply with the requirements of the Bidding 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 different schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including the basic technical different schedule for delivery of goods.21.4When alternative schedule for delivery of goods.21.5If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, inc		20.7	a) the expiry of the Bid Security.
21. Alternative Bids 21.1 Bidders but to sign the contract in accordance with ITB 42; or 21. Alternative Bids 21.1 Bidders shall submit offers that comply with the requirements of the Bidder's bidder's the Bidder's bidder's bidder fails: 21. Alternative Bids 21.1 Bidder shall submit offers that comply with the requirements of the Bidder's bidder's the Bidder's bidder's bidder's bidder's bidder's bidder fails: 21. Alternative Bids 21.1 Bidder shall submit offers that comply with the requirements of the Bidder's bidder fails: 21. Alternative Bids 21.1 Bidder's bid			b) the entry into force of a procurement contract and the provision of a
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. 20.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.8 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, and referred by the bidder on the Form of Bid except as provided for 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: to sign the contract in accordance with ITB 41; or iii) 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 Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule for a line BDS. If so allowed, ITB 19.2 shall prevail 21.2 When alternative 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, including the basic technical alternatives to the requiremen			performance security (or guarantee), for the performance of the contract
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. 20.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.8 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, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or d) 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 by Bidders 21.1 Bidders shall submit offers that comply with the requirements of the Bidding 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 of that effect will be included in the BDS as will the method for evaluating 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, including the basic technical wishing to bider technical atternatives to the requirements of the Bidding Documents, including the basic technical atternatives to the requirements of the Bidding Documents, including the bas			if such a security (or guarantee), is required by the Biding documents.
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. 20.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.8 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, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or d) 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 by Bidders 21.1 Bidders shall submit offers that comply with the requirements of the Bidding 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 of that effect will be included in the BDS as will the method for evaluating 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, including the basic technical wishing to bider technical atternatives to the requirements of the Bidding Documents, including the basic technical atternatives to the requirements of the Bidding Documents, including the bas			c) the rejection by the NBP of all Bids.
Image: Construct of the second seco			
20.8The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42.20.8The 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, and referred by the bidder on the Form of Bid except as provided for 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 by Bidders21.1 Bidders shall submit offers that comply with the requirements of the Bidding 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 prevail21.2When alternative schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including Documents, including the basic explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including the basic technical			Bids, unless the Biding documents stipulate that no such withdrawal is
20.8 the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42. 20.8 The Bid Security may be forfeited, or the Bid Securing Declaration executed: a) if a Bidder: 			permitted.
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, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 20.9 21.0 Bidders b) in the case of a successful Bidder, if the Bidder fails: i) to furnish performance security (or guarantee) in accordance with ITB 42. Bidders shall submit offers that comply with the requir			The successful Bidder's Bid Security will be discharged upon the Bidder signing
20.9The 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, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or20.9ii) 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 by Bidders21.1Bidders shall submit offers that comply with the requirements of the Bidding 		20.8	the contract pursuant to ITB 41, or furnishing the performance security (or
a) if a Bidder:i) withdraws its Bid during the period of Bid Validity as specified by the NBP, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or20.9ii) 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 by Bidders21.121. Alternative Bids content in the table specifications and Schedule of Requirements. Alternatives will not be considered. unless specifically allowed for in the BDS. If so allowed, ITB 19.2 shall prevail21.2When 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 different schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical			guarantee), pursuant to ITB 42.
a) if a Bidder:i) withdraws its Bid during the period of Bid Validity as specified by the NBP, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or20.9ii) 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 by Bidders21.121. Alternative Bids content in the table specifications and Schedule of Requirements. Alternatives will not be considered. unless specifically allowed for in the BDS. If so allowed, ITB 19.2 shall prevail21.2When 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 different schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical			The Bid Security may be forfeited, or the Bid Securing Declaration executed:
 i) withdraws its Bid during the period of Bid Validity as specified by the NBP, and referred by the bidder on the Form of Bid except as provided for 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 by Bidders 21.1 Bidders shall submit offers that comply with the requirements of the Bidding 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 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, including the basic technical with the requirements of the Bidding Documents, including the basic technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical 			
20.9and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or20.9ii) 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 by Bidders21.1Bidders shall submit offers that comply with the requirements of the Bidding 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 prevail21.2When 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 different schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including the basic technical			
20.9in ITB 17.2; orii)does not accept the correction of errors pursuant to ITB 30.3; orb)in the case of a successful Bidder, if the Bidder fails:i)to sign the contract in accordance with ITB 41; orii)to furnish performance security (or guarantee) in accordance with ITB 42.21. Alternative Bids21.1BiddersBidders shall submit offers that comply with the requirements of the Bidding 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 prevail21.2When 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 different schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including the basic technical			
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 by Bidders21.1Bidders shall submit offers that comply with the requirements of the Bidding 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 prevail21.2When 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 different schedule for delivery of goods.21.3If 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 with the requirements of the Bidding Documents, including the basic technical		20.9	
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 by Bidders21.1 Bidders shall submit offers that comply with the requirements of the Bidding 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 prevail21.2When 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 different schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including the basic technical			
i)to sign the contract in accordance with ITB 41; or21. Alternative Bids by Bidders21.1Bidders shall submit offers that comply with the requirements of the Bidding 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 prevail21.2When 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 different schedule for delivery of goods.21.3If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents, including the basic technical			,
ii)to furnish performance security (or guarantee) in accordance with ITB 42.21. Alternative Bids by Bidders21.1Bidders shall submit offers that comply with the requirements of the Bidding 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 prevail21.2When 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 different schedule for delivery of goods.21.3If 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 with the requirements of the Bidding Documents, including the basic technical			
21. Alternative Bids by Bidders 21.1 Bidders shall submit offers that comply with the requirements of the Bidding 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 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 with the requirements of the Bidding Documents, including the basic technical			
by BiddersDocuments, 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 prevail21.2When 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 different schedule for delivery of goods.21.3If 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 with the requirements of the Bidding Documents, including the basic technical	21. Alternative Bids	21.1	
 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 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 with the requirements of the Bidding Documents, including the basic technical 			Documents, including the basic Bidder's technical design as indicated in the
unless specifically allowed for in the BDS. If so allowed, ITB 19.2 shall prevail21.2When 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 different schedule for delivery of goods.21.3If 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 with the requirements of the Bidding Documents, including the basic technical			
 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 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 with the requirements of the Bidding Documents, including the basic technical 			
of that effect will be included in the BDS as will the method for evaluating 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 with the requirements of the Bidding Documents, including the basic technical		21.2	
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 with the requirements of the Bidding Documents, including the basic technical		21.2	
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 with the requirements of the Bidding Documents, including the basic technical			
requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical		24.2	
with the requirements of the Bidding Documents, including the basic technical		21.3	-
	· · ·		with the requirements of the Bidding Documents, including the basic technical

		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.
	<mark>23</mark> .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 signatu <mark>re. All pages</mark> of the Bid, except f <mark>or</mark> 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)

		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
	24.1	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.
		The inner and outer envelopes shall:
		a) be addressed to the NBP at the address given in the BDS; and
	24.2	b) bear the title of the subject procurement or Project name, as the case may be
100 C	24.2	as indicated in the BD <mark>S, the Invitation</mark> 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.
		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
24. Sealing and		Proposal. Both envelopes to be enclosed together in an outer single envelope
Marking of Bids		called the Bid. Each Bidder shall submit his bid as under:
	24.3	a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in
	24.5	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.
1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		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
	244	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
		If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB
	24.5	22.4 or incorrectly marked, the NBP will assume no responsibility for the
		misplacement or premature opening of Bid.
		Bids shall be received by the NBP no later than the date and time specified in the
25. Deadline for	25.1	BDS.
		The NBP may, in exceptional circumstances and at its discretion, extend the
Submission of		deadline for the submission of Bids by amending the Bidding Documents in accordance
Bids	25.2	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.
		The NBP shall not consider for evaluation any Bid that arrives after the deadline
	26.1	for submission of Bids, in accordance with ITB 23.
26. Late Bids		Any Bid received by the NBP after the deadline for submission of Bids shall be
	26.2	declared late, recorded, rejected and returned unopened to the Bidder.
		A Bidder may withdraw its Bid after it has been submitted, provided that written notice
	27.1	of the withdrawal of the Bid, is received by the NBP prior to the deadline for
27. Withdrawal of	27.1	submission of Bids.
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

		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
	28.1	in the Bid proceedings at the place, on the date and at the time, specified in the
	20.1	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
	28.2	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.
		Second, outer envelopes marked "SUBSTITUTION" shall be opened. The
		inner envelopes containin <mark>g the Substit</mark> ution Bid shall be exchanged for the
	28.3	corresponding Original Bid being substituted, which is to be returned to the Bidder
	20.5	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.
		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
	28.4	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
28. Opening of Bids		Original and Modification, will remain unopened till the prescribed financial bid
		opening date.
		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
	28.5	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.
		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
	28.6	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.
		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
	28.7	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.
		Bids not opened and not read out at the Bid opening shall not be considered
	20.0	
	28.8	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.
		Bidders are advised to send in a representative with the knowledge of the content
	28.9	of the Bid who shall verify the information read out from the submitted documents.
2,0		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.
		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
	<mark>28.11</mark>	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.
		The Bidders' representatives who are present shall be requested to sign on the
	28.12	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.
		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
	<mark>28</mark> .14	financial proposal of bids found technically non-responsive shall be returned un-
		opened to the respective bidders subject to redress of the grievances from all tiers of
		grievances.
		Information relating to the examination, clarification, evaluation and comparison of
	20.4	Bids and recommendation of contract award shall not be disclosed to Bidders or any
	29.1	other persons not officially conc <mark>erned with s</mark> uch 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
29. Confidentiality	29.2	result in the rejection of its Bid.
		Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract
	29.3	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.
		To assist in the examination, evaluation and comparison of Bids (and post-
	30.1	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.
		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,
	30.2	offered, or permitted, whereas in case of Single Stage-One Envelope Procedure, only
30. Clarification of		the correction of arithmetic errors discovered by the NBP in the evaluation of Bids
Bids		should be sought in accordance with ITB 31.
		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.
	30.3	b) Required scope of work or specifications.
	50.5	c) All securities requirements.
		d) Tax requirements.
		e) terms and conditions of bidding documents.
N		f) change in the ranking of the bidder

		E – OPENING AND EVALUATIO OF BIDS
		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.
	51.1	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,
		12 and 13 have been provided in the Bid. If any of these documents or information
	31.3	
the second se		is missing or is not provided in accordance with the Instructions to Bidders, the Bid
and a second		shall be rejected.
31. Preliminary		The NBP may waive off any minor informality, nonconformity, or irregularity in a
Examination of		Bid which does not constitute a material deviation, provided such waiver does not
Bids		prejudice or affect the relative ranking of any Bidder.
Blus		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
and the second		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
		scope of the supplies or services being acquired. The NBP either shall give the bidder
	31.4	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
		Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the
	31.5	Technical Bid related to documentation requirements. Requesting information or
1	1 31.3	requirements. Requesting information of
		documentation on such nonconformities shall not be related to any such aspect of
		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
, e		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 to comply with the request may result in the rejection of its Bid.

		E – OPENING AND 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.
	33.2	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.
	24.4	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
34. Conversion to Single Currency	34.1	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.
	34.2	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 .
The second second	35.2	In evaluating the Technical Proposal of each Bid, the NBP shall use the criteria

		E – OPENING AND EVALUATIO OF BIDS
		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 cimilar/applicable taxes, which will be payable on the goods if a contract is
	35.3	similar/applicable taxes, which will be payable on the goods if a contract is 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 Bakistan, such price to include all costs as well as duties and taxes paid or payable
		Pakistan, such price to include all costs, as well as duties and taxes paid or payable
	35.4	on components and raw material incorporated or to be incorporated in the goods,
		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.
	35.5	c) deviations in payment schedule from that specified in the Special Conditions of
	د.د	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 :
		(<i>a</i>) 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 Bid the estimated dimensions and shipping weight and the approximate EXW
	33.6	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
	55.0	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 (chipped) at the time specified in the Schedule of Requirements
		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
		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
0		a percentage, specified in the BDS, of the EXW or as per applicable
to the state	· I	INCOTERM price for each week of delay beyond the base, and this will be
13 at 1		

added to the Bid price for evaluation. No credit shall be given to early delivery.

Or

 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.

(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.
- 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.

Or

(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. 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. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered
 evaluated in accordance with the criteria specified in the BDS or in the Technical Specifications. (g) Performance and productivity of the equipment. 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 Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered
 Specifications. (g) Performance and productivity of the equipment. 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 Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered
 (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
 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
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. O r ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered
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. O r ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered
 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
operating costs over the life of the plant, using the methodology specified in the BDS or in the Technical Specifications. O r ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered
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
Or ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered
ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered
relevant provision in the Technical Specifications to be considered
regenerative. Evoluation shall be based on the past new unit of the actual
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.
(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.
If these Bidding Documents allow Bidders to quote separate prices for different
33.7 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 If the BDS so specifies, the NBP will grant a margin of preference to certain goods in
Preference 34.1 line with the rules, regulations, regulatory guides or instructions issued by the
the lowest eveluated price from emerget these which are clicible compliant and
substantially responsive shall be the Most Advantageous Bid
Advantageous Bid
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
35.2 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.
After determining the Most Advantageous Bid, if neither the pre-qualification was
undertaken separately nor any qualification parameters were undertaken as part
36. Post- 36.1 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 rendering, the parameters for incorporation of idensity
post-qualification process. The following process shall apply
Proposal 36.2 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.
		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
	36.3	having submitted the most advantageous Bid is qualified to perform the contract
	50.5	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,
	36.4	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.
		Explanation: The Certificate shall be furnished by the bidder. The bidder shall
	36.5	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
	36.6	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.
		determination of that bluder'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; Where negotiation fails to result into an agreement, the NBP may invite the next
	38.2 39.1	ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the NBP shall not reopen earlier negotiations. Notwithstanding ITB 37, the NBP reserves the right to reject all the bids, and to annul the Bidding process atany time prior to award of contract, without thereby incurring
39. The NBP's Right to reject All Bids	39.2	any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the NBP the justification of those grounds. 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
40. The NBP's Right to Vary Quantities at the Time of Award	39.3 40.1	of its Bids but is not required to justify those grounds. 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. 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.
41. Notification of Award	41.2	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). The notification of award will constitute the formation of the Contract, subject to the
	41.3	Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2. 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. 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.
	43.1	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. Performance Security (or Guarantee)	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.

FOR NATIONAL BANK OF PAKISTAN

<u>G – GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM</u></u>

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.
	<mark>48</mark> .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.

FOR NATIONAL BANK OF PAKISTAN

SECTION II – INSTRUCTIONS TO BIDDERS (ITB) H – MECHANISM OF BLACKLISTING

H – MECHANISM OF BLACKLISTING

· · · · · · · · · · · · · · · · · · ·	<u></u>	
		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
Diacklisting		Procurement Rules.
		 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
	40.0	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
		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
	45.5	contractor for personal hearing.
		The NBP shall give minimum of seven calendar days to the bidder or contractor for
		appearance before the specified officer of the NBP for personal hearing. The
	49.6	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
	49.7	hearing unless the personal hearing is adjourned to a next date and in such an
		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
		bidder or contractor from participating in any public procurement with a statement
	49.8	
		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
		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
	49.9	
		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
		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
	49.11	parties may file written statements along with essential documents in support of their
<u> </u>	10 1 2	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 hidder or contractor from participating in any public programment process of all or
		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.
		LITOTE THE AREATIONS THE RECISION OF THE AUTOMITY SHALL BE TIDAL



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.

DDC Classes	ITD Number	Amongly onto of and Supplements to Clauses in the lasty sticks to
BDS Clause	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to
Number		Bidders
	A. Introduc	ction
1.	1.1	Name of Procuring Agency: National Bank of Pakistan PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES and BRANCHES OF SOUTH WING AT NBP QUETTA REGION The subject of Procurement is: Period for delivery of goods: 30 Working days Commencement date for delivery of Goods: 30 Working days after signing the
		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 and BRANCHES OF SOUTH WING AT NBP QUETTA REGION. 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 and BRANCHES OF SOUTH WING AT NBP QUETTA REGION.
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		Bidders						
	B. Bidding 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:						
		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:						
		1. Latest FBR Online Verification Document confirming that Bidder is on						
		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 bid						
		securing declaration by any Organization / Department / Institution						
		in the past.						
		(See Part C – Checklist and Attachments; for Bid Compliance)						
<mark>11.</mark>	11.2 (a) &	Sample quantities, dimensions and details: N/A						
	(d)	Sample Characteristics [List if any]: N/A						
1 <mark>2</mark> .	12.3 (c)	Other procurement specific documentation requirements are:						
		(See Part C – Checklist and Attachments; for Bid Compliance)						
13 <mark>.</mark>	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						
		t <mark>he bidder, p</mark> rovid <mark>ed bidde</mark> r is not the Manufactu <mark>rer.</mark>						
		2. Proof of three (03) similar nature of Contract with Wall Mounted or						
		Fl <mark>oor Standin</mark> g 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)						

FOR NATIONAL BANK OF PAKISTAN

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 speci				
		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.				
1 <mark>8</mark> .	15.8	The price shall be fixed.				
19 <mark>.</mark>	16.1 (a)	a) For goods and related services originating in Pakistan the currency of the				
		Bid shall be Pak Rupees .				
		b) For goods and related services originating outside Pakistan, the Bidder				
		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. 487,000/ -				
		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.				

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 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				
<mark>30.</mark>	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				

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) 36. 33.5 (b)		Inland transportation from EXW/port of entry/border point to: NBP OFFICES and BRANCHES OF SOUTH WING AT NBP QUETTA REGION. and insurance and incidentals. Any cost incurred shall be borne by the bidder.
		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 <mark>.</mark>	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.	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							
<mark>49.</mark>	44.2	Maximum amount of Advance payment shall be: Not Applicable							
<mark>50.</mark>	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 1 st Floor, G-5/2, Islamabad, Pakistan Tel:+92-51-9202254							

FOR NATIONAL BANK OF PAKISTAN

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 #	Description	Qty	Delivery schedule (shipment)
01	Supply, Installation, Testing and commissioning of 1.0 Ton Wall Mounted Air Conditioners (Inverter type) (Heat & Cool) 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, QUETTA REGION. (As per Specifications stated in Sub Section B- Technical Specifications of Section V)	06 Nos	30 Working days
02	Supply, Installation, testing and commissioning of 1.5 Ton Wall Mounted Air Conditioners (Inverter type) (Heat & Cool) 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. (As per Specifications stated in Sub Section B- Technical Specifications of Section V)	18 Nos	30 Working days
03	Supply, Installation, testing and commissioning of 2.0 Ton Wall Mounted Air Conditioners (Inverter type) (Heat & Cool) 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. (As per Specifications stated in Sub Section B- Technical Specifications of Section V)	05 Nos	

SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS BRANCH LOCATIONS

04	Supply, Installation, testing and commissioning of 2.0 Tr Floor Standing Air Conditioners (Inverter type) (Heat & Cool) capacity 24000 BTU / HR (2.0 Ton), Comprising Evaporating & Condensing units with rotary compressor (T3), copper pipe hole sealing with white cement or appropriate sealant floor mounted frame or L-type for indoor & out door 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 NBP REIONAL OFFICE QUETTA REGION. (As per Specifications stated in Sub Section B- Technical Specifications of Section V)	17 Nos	30 Working days
05	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 sqmm Control Wire (Pakistan/Pioneer Cable or Equivalent); including all necessary fittings and accessories; as per site requirement, complete in all respect	1800 RFT	30 Working days
06	Supply, Installation, testing and Commissioning of 2 Pole, 32 Amp Circuit Breakers for each AC unit (ABB, Terasaki, Schneider, Legrand or equivalent Brand)	46 Nos	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	46 Nos	
07	Supply, Installation, testing and Commissioning Electrical 4mm 3 core Flexible Wire (Pakistan/Pioneer Cable or Equivalent).	1800 RFT	



BRANCH LOCATIONS

ENGINEERING DIVISION LOGISTIC COMMUNICATION & MARKETING GROUP NATIONAL BANK OF PAKISTAN HEAD OFFICE KARACHI

SUPPLY & INSTALLATION OF SPLIT AIR CONDITIONERS (HOT & COOL) INVERTER TYPE UNITS FOR NBP QUETTA REGION

Sr	Branch		QU	IANTITY OF	AIR CONDIT	IONERS
No	Name	Location/Area	1-Ton	1.5-Ton	2.0-Ton	2.0-Ton Floor Stand
1		Customer Waiting Area Ground Floor (Second Side)				1
2		Customer Waiting Area Ground Floor (One Side)				1
3		Customer Waiting Area (First Floor)				1
4		Govt Collection & ATM Department Side				1
5		Foreign Exchange Department				1
6	(51)	Account Opening Department/ Desk Side				1
7	nch	Clearing Department Side				1
8	Brai	Assignment Department Side				1
9	city	Remittance Department Side				1
10	tta (RM RBG Desk Side				1
11	Quetta City Branch (51)	Cash Counter (one Side)				1
12	Ū	Cash Counter (Second Side)				1
13		Branch IT Room		1		
14		Operation Manager Chamber		1		
15		Branch Manager Chamber				1
16		ATMs	2			
17		Ziarat Quetta (210) ATMs & Branch	2	1	2	
18		Rest House		5		4
19		B.M.C. (184)		1	1	
20	Brewe	ery Road (2210) Cash Counter & Branch Manager Chamber		2	2	
23		Sat <mark>ellite</mark> Town (1083)	1	5		
25		Ind <mark>Est</mark> ate (297)	1			
26		Adalat Road (1959)		2		
		Total Quantity	6	18	5	17



SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS B- TECHNICAL EVALUATION CRITERIA

B - TECHNICAL EVALUATION CRITERIA

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES and BRANCHES OF SOUTH WING at NBP QUETTA REGION.

EVALUATION CRIETARIA -1

1.0 TON WALL MOUNTED (HEAT & COOL) AIR CONDITIONER (INVERTOR TYPE)

			Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compliance Remarks by NBP
Brand Model #					
System		Unit			
T3 Cooling	Cooling	W	7034 (24000 BTU/hr)		
	Power Consumption	W	2276		
	Running Current	Amp	10.56		
	EER Cooling	BTU/w	9.00 (High)		
Heating	Heating	W	7034 (24000 BTU/hr)		
	Power Consumption	W	2160 (650~3100)		
	Running Current	Amp	10.02(3.01~14.38)		
	COP Heating	BTU/w	12.00		
Power Suppl	y Source	V/Ph/Hz	220-240V-1-50Hz		
Operating Vo	oltage Range (min-max)	V	140-280V		
Refrigerant		-	R410a		
Indoor Temp	erature Set Point Range	Deg C	16-32		
Operating Ra	ng <mark>e Summer/Winter</mark>	Deg C	16~+55/-15~+24		
	ng Cable (Core x Ø sqmm)		4 x 1.5 sqmm		
	(Core x Ø sqmm)		<mark>3 x</mark> 2.5 sqmm		
Control type			Wireless Remote Control		
Display			LED/LCD		
Indoor Unit I	Body		Decorative Type Plastic		
On/Off			Auto Restart		
Noise Level	Indoor (+/-3db)	db (A)	45		
	outdoor (+/-3db)	db (A)	55		
	veight (Net/Gross)	Kg	16/19		
	weight (Net/Gross)	Kg	38/41		

Indoor Unit			
Air Flow (Turbo/Hi/Mi/lo)	Cum/h	1200/1100/990/820/660	

FOR NATIONAL BANK OF PAKISTAN

SECTION V – SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS B- TECHNICAL EVALUATION CRITERIA

	Motor type	AC/DC	AC/DC	HNICAL EVALUATION C	
Fan	Speed(Turbo/Hi/Mi/Lo)	rpm	1250/1150/1030/850/750		
Evaporator	No of Rows		Two (02)		
Coil	Tube Material & Type		Inner –grooved copper		
	Tube diameter	mm	7 Ø		
	Fin Material		Hydrophilic Aluminum Foil		
	Fin Spacing	mm	1.5		
Outdoor Un	it				
Casing	Material		Powder Coated painted GI Sheet		
	Paint Thickness	micron	>80µm		
Compressor	Туре	DC	DC Rotary		
	Make/Brand		GMCC, Hitachi, Mitsubishi equivalent,		
Condenser	No of Tube Rows	Row	2		
	Tube Type & material		Inner groove copper		
	Tube Diameter	mm	7 Ø		
	Pitch tube x row	mm	25.4 *18.2		
	Fin Material		Hydrophilic Aluminum Foil		
Fan	Blade Type		Axial Flow		
	Motor Type	DC	DC		
	Motor Power output	watt	69		
Outdoor Pack	xing Dimension (W x D x H)	mm	-		
Indoor Packin	n <mark>g Dimens</mark> ion (W x D x H)	mm			
Spare Parts R without Cost	eplacement Warranty		1 Year or More		
PCB Card Re without Cost	placement Warranty		4 Year or More		
Compressor V	Warranty		5 Years or More		
Accessories					
Copper Pipin	g with Foam Insulation	m	3m-included		
Power Cable		m	1.5m -included		
Control cable		m	3.5 m -included		
Wireless Ren	note Control with batteries		Included		
Remote contr	rol Holder		Included		



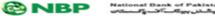


EVALUATION CRIETARIA -2

1.5 TON WALL MOUNTED (HEAT & COOL) AIR CONDITIONER (INVERTOR TYPE)

			Bank Proposed Range/Parameter	Technical Data to be filled by Bidder
Brand Model #				YES/No
System		Unit		
1.1	Cooling	BTU/hr	18000	
T3 Cooling	Power Consumption	W	300-2500	
	Running Current	Amp	2 to 12amp	
	EER Cooling	BTU/w	3.0 or more	
Power Supply Source		V/Ph/Hz	220-240V-1-50Hz	
Operating Voltage Rang	e (min-max)	V	140-280V	
Refrigerant		-	R410a or R22a	
Indoor Temperature Set	Point Range	Deg C	16-32	
Operating Range Summe	er/Winter	Deg C	16~+55/-15~+24	
Control wiring Cable (C	ore 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	
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	750 to 1250	
	No of Rows		Two (02)	
	Tube Material &Type		Inner –grooved copper	
Evaporator Coil	Tube diameter	mm	24 to 26	
	Fin Material		Hydrophilic Aluminum Foil	
Fin Spacing		mm	1.3 or more	
Outdoor Unit				
Casing	Material	Da	Powder Coated painted GI Sheet	
Compressor	Туре	DC	DC Rotary	
	Make/Brand		GMCC, Hitachi, Mitsubishi	

FOR NATIONAL BANK OF PAKISTAN





TECHNICAL EVALUATION CRITERIA

			equivalent,
	All Motor Winding		100 % Copper
Condenser	No of Tube Rows	Row	1.5 or More
	Tube Type & material		Inner groove copper
	Tube Diameter	mm	7 Ø or More
	Fin Material		Hydrophilic Aluminum Foil
	Fins Coating		Latex Coating
Fan	Blade Type		Axial Flow
	Motor Type	DC	DC
	Motor Power output	watt	30
	All Motor Winding		100 % Copper
Spare Parts Replacement Warranty without Cost	Year	1 Year or More	
PCB Card Replacement Warranty without Cost	Year	4 Year or More	
Compressor Warranty	Year	5 Years or More	
Protection			
Internal Protect 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 Remote Control with batteries		Included	
Remote control Holder		Included	



قوم کا اینا پینك

EVALUATION CRIETARIA -3

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

				Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compli ance Remar ks by NBP
Brand Model #					YES/No	YES/No
Manufacturer			Unit			
		Cooling Capacity	BTU/hr	24000		
Co	ooling	Power input	W	250 to 3500		
	0	Running Current	Amp	3 or More		
		EER Cooling	w/w	3.0 or (High)		
	Max input		W	6000		
	Max Curren	t	A	10.5		
	Refrigerant		-	R410a or R22a		
	Control type			Wireless Remote Control		
	Display			LED/LCD		
	Indoor Unit	Body		Decorative Type Plastic		
	On/Off			Auto Restart		1
	Operating Te (Cooling)	emperature Range	Deg C	16~55		
	Iı	ndoor Unit				
	Air Flow		Cum/h	1200/1100/990/820/660		
	Fin Materia	1		Hydrophilic Aluminum Foil		
	Οι	ıtdoor <mark>Un</mark> it				
Casing		Material		Powder Coated Painted GI Sheet	6 m /	
Compressor		Туре	DC	DC Rotary		
		Make/Brand		GMCC, Hitachi, Mitsubishi or equivalent,		
		Fin Material		Hydrophilic Aluminum Foil		
	No of Tube		Rows	2 or more		
Condenser	Tube type n			Inner groves copper		
Bank or to	Tube diame	ter	mm	24 to 26		

FOR NATIONAL BANK OF PAKISTAN

TECHNICAL EVALUATION CRITERIA

U- bands	mm	22 to 24
Outdoor Packing Dimension (W x D x H)	mm	-
Indoor Packing Dimension (W x D x H)	mm	-
Spare Parts Replacement Warranty without Cost		1 Year or More
PCB Card Replacement Warranty without Cost		4 Year or More
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

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 <u>not available</u> 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.

All bidders are required to submit the proposals with proper page numbering with master table of contents of all attached documents in the proposal.

FOR NATIONAL BANK OF PAKISTAN

iii.

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



SECTION VI – STANDARD FORMS OF BID FORM 1

FORM OF BID

			FUN		שופ			
					Date: _			
<i>To:</i> Ger	ntlemen an	d/or Ladies:						
Having ex	amined th	e Bidding Documents	s includin	g Addenda	a Nos:	the rec	eipt of w	hich is
0				0	[insert nun			
hereby	duly	acknowledged,	we,	the	undersigned,	-	to	deliver
				_				
	_							
:					ls and services]			
in conform	nity with th	e said Bidding Docume	ents for tr	he sum of				
		[Mention to	ntal Rid Ar	mount in w	ords and figures]			<u> </u>
or such ot	her sums a	s may be ascertained i				ices attached	herewith	and made
part of thi		,						
We decla	re that ou	ır Bidding price did	not invol	ve agreem	ents with other	Bidders for	the purp	ose of Bid
suppressio	on.							
We are h	ereby conf	firming						
					e of the Appoint			
		g Auth <mark>o</mark> rity, to appoin	t the adju	idicator in	case of any arise	n disp <mark>utes in</mark> a	iccordanc	e with ITB
Clause 45.								
		r Bid is accepte <mark>d, to d</mark>	eliver the	e goods in	accordance with	the delivery s	chedule s	pecified in
	ule of Requ			D. (
		d, we undertake to p				iuarantee) in	the for	m, in the
		n the times specified		-				
		Bidder(s) we do not h y this Bid for th <mark>e B</mark> id \						ding upon
		epted at any time b						ung upon
		ting, as Bidders, in mo				s other than	altornativ	a offers in
		Bidding Documents.		ne blu in ti	iis bidding proces	s, other than	anternativ	e oners in
		, i i i i i i i i i i i i i i i i i i i						
		s or subsidiaries – inc	-					
		ed ineligible by the Go					-	
		ract is prepared and			-		acceptan	ce thereof
•		n of <mark>aw</mark> ard, shall cons		_				
		you are not bound to a	-					D : 1 II
	-	n that we comply wi	ith the e	ligibility re	quirements as p	er IIB Clause	e 3 of tr	ie Blading
Document	S.							
Dated this	i	day o	,t		20			
Dateu tins		uay c	of		20			
(Name)								
(Name)								
[Signature	1							
[0.8.1.101.0	1							
[in the cap	acity of							
	/ 1							
Duly auth	orized to si	ign Bid for and on beh	alf of					
thend for		-						
a sustan								
15 +11								

FOR NATIONAL BANK OF PAKISTAN

PRICE SCHEDULE

PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES RUQUIRED FOR NBP OFFICES and BRANCHES OF SOUTH WING at NBP QUETTA REGION.

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

S. No.	Description	Qty	Unit Rate (c) (Pak Rupees)	Total (a x c) (Pak Rupees)
1.	Supply, Installation, Testing and commissioning of 1.0 Ton Wall Mounted Air Conditioners (Inverter type) (Heat & Cool) 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, QUETTA REGION B- Technical Specifications of Section V). Model No: Brand Name: Country of Origin:	06 Nos		
2.	Supply, Installation, testing and commissioning of 1.5 Ton Wall Mounted Air Conditioners (Inverter type) (Heat & Cool) 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. B- Technical Specifications of Section V). Model No:	18 Nos		
3.	Supply, Installation, testing and commissioning of 2.0 Ton Wall Mounted Air Conditioners (Inverter type) (Heat & Cool) 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. B- Technical Specifications of Section V). Model No: Brand Name: Mame of Manufacturer: Country of Origin:	05 Nos		



SECTION VI – STANDARD FORMS OF BID PRICE SCHEDULE FORM 2

	Total		
8.	Supply, Installation, testing and Commissioning Electrical 4mm 3 core Flexible Wire (Pakistan/Pioneer Cable or Equivalent).	1800 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	46 Nos	
5.	Supply, Installation, testing and Commissioning of 2 Pole, 32 Amp Circuit Breakers for each AC unit (ABB, Terasaki, Schneider, Legrand or equivalent Brand)	46 Nos	
5.	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 sqmm Control Wire (Pakistan/Pioneer Cable or Equivalent); including all necessary fittings and accessories; as per site requirement, complete in all respect	1800 RFT	
۱.	Supply, Installation, testing and commissioning of 2.0 Tr Floor Standing Air Conditioners (Inverter type) (Heat & Cool) capacity 24000 BTU / HR (2.0 Ton), Comprising Evaporating & Condensing units with rotary compressor (T3), copper pipe hole sealing with white cement or appropriate sealant floor mounted frame or L-type for indoor & out door 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 NBP REIONAL OFFICE QUETTA REGION. B- Technical Specifications of Section V). Brand Name:	17 Nos	

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 the Clause 16 or 17 of the BDS.

The material upon delivery at the site should be got verified from 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.



SECTION VI – STANDARD FORMS OF BID FORM 3

LETTER OF ACCEPTANCE

[Letter head paper of the National Bank of Pakistan]

[Date.....]

To:

[name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, if any, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority],* to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1.**

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) working days after the receipt of Letter of Acceptance.

Authorized Signature: Name and Title of Signatory: Name of Agency: Attachment: Contract Copy: Appointing Authority and Supplier



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.

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 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.
- 2. We undertake to pay to the National Bank of Pakistan up to the above amount upon receipt of its first written demand, without the National Bank of Pakistan having to substantiate its demand, provided that in its demand the National Bank of Pakistan states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions. This guarantee shall remain in force up to and including twenty-eight (28) Working days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:	in the capacity of
signed	[Signature of the Bank]
Dated on day of	20



SECTION VI – STANDARD FORMS OF BID FORM 2

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 capacity 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





GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The f	ollowing words and expressions shall have the meanings hereby assigned
			to th	
			a)	"Authority" means Public Procurement Regulatory Authority.
1			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
				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.
1			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
				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
			N)	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.
		- A.	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.
			o)	"SCC" means the Special Conditions of Contract.
			p)	"Supplier" means the individual private or government entity or a
1				combination of the above whose Bid to perform the contract has
1				been accepted by the Procuring Agency and is named as such in the
1				Contract Agreement and includes the legal successors or permitted
1				assigns of the supplier and shall be named in the SCC.
1			q)	"Project Name" means the name of the project stated in SCC.
			r)	"Day" means calendar day.
0	LQ1		s)	"Eligible Country" means the countries and territories eligible for

2.	Application and	2.1	 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 or any other action by Government agencies. 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.
	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.
3.	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified
Bank or all	LA.		in the SCC ;
O LE HA			

			b) Furnishing of Advance PaymentUnconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the
		5.2	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
		0.0	this contract has been satisfied (except to the extent waved by him, but
		100	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 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 Documents and Information; Inspection and Audit	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
	by the Government of Pakistan		Disclosure to any such employed person shall be made in confidence and shall 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
	Security (or		Agency no later than the date specified in the Letter of Acceptance and shall
	Guarantee)		be issued in an amount and form and by a bank or surety acceptable to
	Guaranteej		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
			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
		44.0	charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the
			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	
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject
			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
		11 F	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
12	Dacking	12.1	warranty or other obligations under this Contract. The supplier shall provide such packing of the Goods as is
12.	Packing	12.1	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
		12.2	heavy handling facilities at all points in transit. The packing, marking, and documentation within and outside the packages
		12.2	
			shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any,
			provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the
0	0		
11 6	Med .		Procuring Agency.

13.	Delivery and	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the
13.	Documents	13.1	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
		15.2	other trade terms used to describe the obligations of the parties shall
		1	have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	Transportation	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 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 the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, 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 a d d i t i o n a l s e r v i c e s, 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 supplied Goods.
	Related		c) Furnishing of a detailed operations and maintenance manual for each
	Services		 appropriate unit of the supplied Goods. 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 an site in accombly, start up constition maintenance and (or an site).
			and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
17.	Spare Parts	17.2	 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: 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
sant or line	A. A.		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.		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
	Warranty/ Defect		the Contract. The Supplier further warrants that all Goods supplied under
	Liability Period		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
		10.0	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
		10.4	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
		10.5	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.
Ţ		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.
		19.5	And been requested in the Supplier's Bid. 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
20.	Prices	20.1	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
		20.2	under the Contract shall not vary from the prices quoted by the Supplier in
		1.00	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:
			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
			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
	Amendments		Contract shall be made except by written amendment signed by the parties.
23.	Assistant	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part,
25.	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
			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.		23.1	Supplier in accordance with the time schedule prescribed by the Procuring
	Supplier's		Agency in the Schedule of Requirements.
	Performance		
		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
			cause(s). As soon as practicable after receipt of the Supplier's notice, the
			Procuring Agency shall evaluate the situation and may at its discretion
			extend the Supplier's time for performance, with or without liquidated
			damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		+	
		1752	
		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the
		25.3	performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an

		extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
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.
Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy 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.
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,
	Termination for Default	Liquidated DamagesTermination for Default27.127.227.227.327.327.427.427.428.1Termination for28.1

		1	
		28.2	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 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.
		31.2	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 shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	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.
Bank and A	1 ⁰	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 .
CALL THE			

33.	Replacement of	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
	Arbitrator		provisions of the contract, a new Arbitrator shall be appointed by mutual
			consent of the both parties.
34.		34.1	Except in cases of criminal negligence or willful conduct, and in the case of
		- C.	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
	Limitation of Liability		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.		35.1	Any notice given by one party to the other pursuant to this Contract shall
55.		55.1	be sent to the other party in writing or in electronic forms that provide
	Notices		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,
		33.2	whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties,
30.	Taxes and Dutles	30.1	license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available
		50.2	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.
		26.2	
		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)	T <mark>he title of t</mark> he subject procurement or The Project is:	
		PROCUREMENT OF AIR-CONDITIONERS INVERTER TYPE WITH ANCILLARY SERVICES	
		RUQUIRED FOR NBP OFFICES and BRANCHES OF SOUTH WING at NBP QUETTA	
1.7.	1.1(t)	REGION. 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	
		As specified in the BDS Clause: 47.	
1800		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		
3.1	4.1	The Governing Language shall be English	
4	Applicable Law	(GCC 5)	
4.1	5.1	The Ap <mark>plicable Law</mark> shall be: Laws of the Pakistan	
5	Country of Origin (GCC 6)		
5.1	6.1 Country of Origin is:		
6	Performance Security (or guarantee) (GCC 10)		
6.1	10.1	The amount of performance security (or guarantee), as a percentage of the	
		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		
7.1	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as	
0		follows:	

	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 Clause 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 Documents (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	13.3For 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:
10 J. J. St.	 (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

		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 Clause 14)		
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 Services (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	C Clause 17)	
12.1	17.1	Additional spare parts requirements are: Not Applicable	
13	Warranty/Defe	ct Liability Period (GCC Clause 18)	
13.1	18.2	 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 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. 	
13.2	18.4 & 18.5	The period for correction of defects in the warranty period is: Five Working Days	
14	Payment (GCC Clause 19)		
14.1	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in: Not Applicable 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 and a bank guarantee for equivalent amount valid until the Goods are delivered 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.	
e, A		On Acceptance: 100 percent of the Contract Price of Goods received shall be paid	
ton front			

		 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: 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			
14.3	19.4	Procuring Agency shall be 0% Payment to be made to the supplier in : Pak Rupees			
14.5 15	Prices (GCC 20)	Payment to be made to the supplier in . Pak Rupees			
15		Prices shall be adjusted in accordance with provisions in the Attachment to SCC.			
15.1	20.1 & 20.2	Not Applicable			
16 Liquidated Damages (GCC Clause 26)					
	26.1	Applicable rate: 0.5% per week of undelivered materials/good's value			
<mark>16.1</mark>	20.1	Maximum deduction: is equal to the performance security .			
17	Termination for Default (GCC Clause 27)				
17.1	27.2 (c)	Deadline for submission of Performance Security: As specified in the Letter of			
17.1	27.2(0)	Acceptance			
18	Procedure for Dispute Resolution (GCC Clause 32)				
18.1	32.1	Place: Karachi			
10.1	32.3	Dispute Resolution			
		(a) <u>For Contracts to be entered with foreign Contractor/ Service</u> <u>Provider:</u> All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chember of Commerce, by one or more arbitratere enterted in			
18.2		 Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. (b) For Contracts to be entered with nationals of Pakistan: 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 Contract, including without prejudice to the generality of foregoing, any 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. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of both parties. 			
18.2		 accordance with said Rules. (b) For Contracts to be entered with nationals ofPakistan: 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 Contract, including without prejudice to the generality of foregoing, any 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. 			

		 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 [<i>Insert name of the city</i>] and proceedings will be conducted in – [<i>Specify language</i>] 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 Cl	ause 35)	
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: 	
		-supplier saudress 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 _	20b	etween <u>Natic</u>	onal Bank of Pakista	<u>n;</u> having its reg	stered
Office	at Head Office Building, I.I. Chandig	garh Road, Karachi	(hereinafter	called the " NBP ")	of the one pa	rt and
M/s		having	its	registered	Office	at
			of	(hereinafter calle	d the
"Supp	lier") of <mark>the oth</mark> er p <mark>art.</mark>					
WHER	EAS the NBP invited bids for the certain	goods and related ser	vices viz.,			
		-				
	(Insert)	brief description of go	ods and servi	ces)		
and h	as accepted a Bid by th <mark>e Su</mark> pplier for th	e supply of those goo	ods and servio	ces in the sum of		Rs.
	; (In Wo <mark>rds:;</mark>					
(herei	nafter; called "Contract Price").					
NOW	THIS CONTRACT WITNESSETH AS FOLLO	WS:				
1.	In this Contract words and expression	ns shall have the sam	e mea <mark>nings a</mark>	<mark>s are</mark> respectively a	ssign <mark>ed</mark> 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.

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 NDD)	
(for the NBP)	
Witness to the signatures of the NBP:	
Signed, sealed, delivered by	the
(Signature)	
(orginature)	
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 total 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/-)

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

Contract No: _____ Dated: _____ Contract Value (Figures and in words): _____ Contract Title: _____

(*Name of Supplier*) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from National Bank of Pakistan (NBP) or any administrative subdivision or agency thereof or any other entity owned or controlled by NBP through any corrupt business practice.

Without limiting the generality of the foregoing, ______(Name of Supplier) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and notgiven or agreed to give and shall not give or agree to give to anyone within or outside Pakistaneither directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation feeor otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from NBP, except that which has been expressly declared pursuant hereto.

(Name of Supplier) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with NBP and has nottaken any action or will not take any action to circumvent the above declaration, representationor warranty.

(Name of Supplier) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to NBP under any law, contract or other instrument, be voidable at the option of NBP.

Notwithstanding any rights and remedies exercised by NBP in this regard, _________ (*Name of Supplier*) agrees to indemnify NBP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to NBP in an amount equivalent to ten time the sum ofany commission, gratification, bribe, finder's fee or kickback given by _______ (*Name of Supplier*) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from NBP.

[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	Desired document to be uploaded with the Bid.	
1.)	that Bidder is on Active Taxpayer List.		
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	Desired document to be uploaded with the Bid.	
	performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past.		
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.	To be duly filled in, completed, signed and 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.	

PART – C: CHEKLIST & ATTACHMENTS A - CHECKLIST

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	ods	
	& 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.	



Т

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.	А
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



PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE - C

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



FOR (Duly signed & stamped by the Authorized Representative) Page 86 of 92

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE – D1

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



PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE – D2

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



PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE – D3

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



FOR (Duly signed & stamped by the Authorized Representative) Page 89 of 92

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE – E

BLANK PAGE FOR ATTACHMENT OF ANNEXURE "E" DOCUMENTAY PROOF CONFIRMING BIDDER'S OFFICE SETUP / OEM SERVICE CENTER IN MAJOR CITY IN PAKISTAN



PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE - F

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



FOR (Duly signed & stamped by the Authorized Representative) Page **91** of **92**

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE - G

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



FOR (Duly signed & stamped by the Authorized Representative) Page **92** of **92**