Standard Bidding Document

PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD (Goods)

National

Single Stage-One Envelope

November 04, 2026

National Bank of Pakistan (Department Engineering Wing North),Departmental Head Mechanical
2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad
Phone: +92-300-000-0000, Email: muhammad.nawaz14@nbp.com.pk

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **National Bank of Pakistan (Department Engineering Wing North)** has reserved Funds for the procurement planned for FY **2026-27**. The **National Bank of Pakistan (Department Engineering Wing North)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD**" with the reference of **"P141165"**

2. The **National Bank of Pakistan (Department Engineering Wing North)** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/141165** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Tuesday,**

November 24, 2026 11:00 AM. E-bids will be opened using **EPADS v2.0** on the same day at **Tuesday, November 24, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rule 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.gov.pk**).

National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical
2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad
+92-300-000-0000
muhammad.nawaz14@nbp.com.pk

Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-2 I of Invitation for Bids.

3. Eligible Bidders

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 the contract.

Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

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 Procuring Agency.

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 Procuring Agency and in line with any

instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.2 The invitation for Bids is open to all prospective suppliers, 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. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. 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 Procuring Agency 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.

2. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. 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 Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.4 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

3.5 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 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 such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 **The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.**

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

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 for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 10.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

7.2 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 through EPADS v2.0 will be at the Bidder’s risk and may result in the rejection of its Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through EPADS v2.0**.**

8.2 The Procuring Agency will within two (02) working days after receiving the request for clarification, respond to any request for clarification through EPADS v2.0 provided that such request is received not later than three (03) days, prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 The Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS v2.0, including a description of the inquiry,

but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, 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 EPADS v2.0. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency 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 through EPADS v2.0.

9.2 The Procuring Agency shall promptly publish the addendum through EPADS v2.0.

Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through EPADS v2.0:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise 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 otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;

Documentary evidence established in accordance with **ITB 03** 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;

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;

Bid security or Bid Securing Declaration furnished in accordance with **ITB ---.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods

provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to **ITB 10,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bid

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding document. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bid Prices

15.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 **All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.**

15.3 In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology:

(a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or

(b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes.

The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 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.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

17.1 Such extensions may be more than one time but the total period of such extension shall not exceed the original bid validity period.

17.2 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids through EPADS v2.0,. The Bid Security provided under **ITB 17** 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.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to **ITB 18.7.**

18.5 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, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency;

b) a cashier’s or certified cheque; or

c) another security if indicated in the BDS.

The Bid Security shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.7** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the procuring agency pursuant to **ITB 17.** The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security documents, 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 Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

c. the rejection by the Procuring Agency of all Bids;

d. cancellation of procurement proceedings.

e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

18.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 16.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition before bid submission deadline through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before bid submission deadline.

21.1 The Technical and Financial Bids, shall be submitted electronically through EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through EPADS v2.0 before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The respective Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The respective Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fails to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day at the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid respective Evaluation Committee.

23.6 No bid will be rejected at the time of bid openning except for bids whose original bid security has not been provided to the procuring agency before bid submission deadline.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the respective Bid Evaluation Committee may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the bids which in any way affect the following parameters will be considered as a change in the substance of a Bid:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;
5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

24.4 From the time of bid(s) opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the respective Bid Evaluation Committee will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;

2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;

3. is accompanied by the required securities; and

4. is substantially responsive to the requirements of the Bidding documents.

25.2 The respective Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 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: -

1. affects in any substantial way the scope, quality, or performance of the Goods;

2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.4 If a Bid is not substantially responsive, it will be rejected by the respective Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The respective Bid Evaluation Committee shall examine the Bids 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.

26.2 The respective Bid Evaluation Committee shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the respective Bid Evaluation Committee determines that the Bid is not substantially responsive in accordance with **ITB,** it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between unit price 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 respective Evaluation Committee 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;

2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

4. 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.

27.2 The amount stated in the Bid will be adjusted by the respective Bid Evaluation Committee in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules,2026.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria prescribed in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2026.

29.2 While evaluating the bids, the procuring agency shall consider the following:

i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;

ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

30.1 The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of the Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 **Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.**

31.2 **Least Cost Based Selection (LCBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

31.3 **Quality and Cost Based Selection (QCBS)**
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

31.4 **Quality Based Selection (QBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk

management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.

31.5 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, 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.

31.6 In such cases, the Procuring Agency 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)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

32.1 An abnormally low bid is a bid that, in light of the Procuring Agency's cost estimate, market conditions, or other received bids, appears to be unrealistically low and may not be sustainable for successfull contract execution.

32.2 **Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.**

32.3 The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2026.

32.4 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bid price with the cost estimate;

2. Comparing the Bid price with the Bid(s) offered by other Bidders submitting substantially responsive Bids; and

3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.5 The respective Bid Evaluation Committee will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.6 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, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.7 Respective Bid Evaluation Committee may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.8 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the respective Bid Evaluation Committee will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Successful Bidder.

34. Negotiations

34.1 In accordance with Rule 52A of Public Procurement Rules, 2026, without changing the cost and scope of work or services, the procuring agency may

negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

There shall be no limitation on the successful bidder offering voluntary reduction in bid price without affecting the quality or scope of the procurement.

35. Procuring Agency's Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

36.1 The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2026.

37. Procuring Agency’s Right to Vary Quantities at the Time of Award

37.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

38. Notification of Award

38.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on EPADS v2.0 in accordance with Rule 48 of the Public Procurement Rules, 2026.

The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

38.2 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

39. Signing of Contract

39.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

39.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

40. Corrupt & Fraudulent Practices

40.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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.

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

41.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 65 of the Public Procurement Rules, 2026 read with Redressal of Grievances Regulations, 2021.

In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

42.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Rule 25 of the Public Procurement Rules, 2026.

42.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2026 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

43. Contract Management

43.1 For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2026.

44. Inspection of goods and evaluation of services.

44.1 The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2026.

45. Socio-economic development.

45.1 In accordance with Rule 63 of the Public Procurement Rules, 2026, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.

46. Environmental objectives

46.1 As per Rule 64 of the Public Procurement Rules, 2026, the procuring agency may seek to procure goods with a reduced environmental impact throughout their life cycle when compared to goods services with the same primary function that may otherwise be procured.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **National Bank of Pakistan (Department Engineering Wing North)**

The subject of procurement is: **PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Tuesday, December 15, 2026**

BDS Clause Number 2
ITB Number 2.1

Source of funds [Enter source of funds]

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P141165**

Identification Number:

BDS Clause Number 3
ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Clause Number 4.1

Eligible goods and related services [Enter requirements for eligible goods and related services, if any]

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Saturday, November 21, 2026

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Saturday, November 21, 2026

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Saturday, November 21, 2026

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:
[The meeting should take place not later than one weeks before the deadline for Bid submission.]

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. Financial Statements of the company of last 3 year.

2. Bidder should provide Company Profile & similar nature completed works (P.O/ completion certificate & other proof) attached.

3. After Sale Services, maintenance equipment, skilled manpower and availability of warehouses at Islamabad or Rawalpindi /Peshawar

4. List of employees for after sale service (in details)

BDS Clause Number 6
ITB Number 11.1

Documents required / not required with bid submission [enter list of documents] Samples required / not required with the bid [Enter the names and number of samples]

Items/Lots and their related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

Instrument of Bid Security shall be in the Name of : **National Bank of Pakistan**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

ITB Number 18.2

The address for submission of original bid security is [Insert the address for bid security submission]

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, November 24, 2026 11:00 AM**

Day *:* ***Tuesday***

Date: ***Tuesday, November 24, 2026***

Time *:* ***11:30 AM***

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Tuesday***

Date: ***Tuesday, November 24, 2026***

Time *:* ***11:30 AM***

ITB Number 29.2

The procuring agency shall consider the following:
lump sum bid basis; or

items wise; or
Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14
ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:
The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)
Quality and Cost Based Selection (QCBS)
Quality Based Selection (QBS)
[Insert the Evaluation Technique]

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.

ITB Number 42.2

The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance:

Grievance Redressal Appellate Committee,
Public Procurement Regulatory Authority
1st Floor, G-5/2, Islamabad, Pakistan
Tel: +92-51-9202254

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)
KPK (KPRA)

Eligibility Criteria	Document
The bidder should have an active status on FBR Active Taxpayer List and with Provincial Revenue Board.	Yes
Undertaking/Affidavit on E-STAMP-Rs. 500 that bidder should not have 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.Procurement, supply & installation of at least 05 DG Sets 12.5 KVA or more KVAs capacity works completed during last three years (in details)	Yes
Procurement, supply & installation of at least 05 DG Sets 12.5 KVA or more KVAs capacity works completed during last three years (in details)	Yes

Valid Manufacturer’s Authorization Document for the offered goods in favor of the bidder, provided bidder is not the Manufacturer.	Yes
Attach attested copies of valid ISO Certificates i.e. Standard quality management (9001), Health & Safety (18001) etc. for:- a. ISO Certification in the name of original imported equipment manufacturer for imported D.G sets in CBU form. b. ISO Certification in the name of local equipment manufacturer for value addition in imported D.G sets in CKD form.	Yes

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Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

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Items/Lots

Lot Title : 4/11/Genset/N-26 PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD

Bid Security : 175000 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Supply of standard & latest model brand new 12.5 KVA /10 KW (Prime) diesel generator set	Diesel generators	**Address:** NBP POF HAVELIAN BRANCH (0972) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/Qty	1 / Qty	Any	1 Years
Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 12.5 KVA Diesel Generator set	Electrical control panels for generators	**Address:** NBP POF HAVELIAN BRANCH (0972) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/Qty	1 / Qty	Any	1 Years

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Installation, testing & commissioning of 12.5 KVA diesel generator set	Miscellaneous	**Address:** NBP POF HAVELIAN BRANCH (0972) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/job	1 / job	--	--
Providing and fixing weather & sound proof canopy for 12.5 KVA diesel generator set	Sound proof block	**Address:** NBP POF HAVELIAN BRANCH (0972) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/Qty	1 / Qty	Any	1 Years
Supply & laying of 2” dia Popular / Beta or equivalent brand PVC conduit	Miscellaneous	**Address:** NBP POF HAVELIAN BRANCH (0972) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 45/m	45 / m	--	--
Supply & laying of 10mmsq. 4 Core PVC-PVC insulated copper cable	Miscellaneous	**Address:** NBP POF HAVELIAN BRANCH (0972) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 50/m	50 / m	--	--

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set	Miscellaneous	**Address:** NBP POF HAVELIAN BRANCH (0972) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/job	1 / job	--	--
Supply of standard & latest model brand new 20 KVA / 16 KW (Prime) diesel generator set	Diesel generators	**Address:** NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/Qty	1 / Qty	Any	1 Years
Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 20 KVA Diesel Generator set (Prime)	Electrical control panels for generators	**Address:** NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/Qty	1 / Qty	Any	1 Years
Installation, testing & commissioning of 20 KVA diesel generator set at full load with ATS panel alongwith construction of RCC foundation	Miscellaneous	**Address:** NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/job	1 / job	--	--

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Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Providing and fixing weather & sound proof canopy for 20 KVA diesel generator set	Sound proof block	**Address:** NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/Qty	1 / Qty	Any	1 Years
Supply & laying of 2” dia Popular / Beta brand PVC conduit	Miscellaneous	**Address:** NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 45/m	45 / m	--	--
Supply & laying of 25 mmsq. 4 Core PVC-PVC insulated copper cable (Newage, , Fast or equivalent brand)	Miscellaneous	**Address:** NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 50/m	50 / m	--	--
Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set	Miscellaneous	**Address:** NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD **Schedule:** 45 Days **Quantity:** 1/job	1 / job	--	--

Related Services of Goods:

No

Items/Lot Specification

Lot Title : 4/11/Genset/N-26 PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD

Item: Supply of standard & latest model brand new 12.5 KVA /10 KW (Prime) diesel generator set

UNSPSC: Diesel generators

Specifications / Requirements:

Supply of standard & latest model brand new 12.5 KVA /10 KW (Prime) diesel generator set at site of reputed manufacturers / assemblers in CBU form having valid standard certificates of authorized Organizations / Departments in manufacturing / assembling. The D.G set comprises diesel engine, A.C. brushless alternator, skid mounted fuel tank, water cooled radiator and control panel etc. The engine and alternator should be coupled by means of Direct Disc. coupling and are mounted on steel base frame. The skid mounted fuel tank, radiator and control panels etc. also assembled with the generator. D.G set should have following major technical specifications as well as contained in tender documents:Output voltage 400/415V-230/240V b. Frequency 50 Hz c. Phase / Wire 3 Phase / 4 Wire d. Power Factor 0.8 Lagging e. Speed 1500 RPM f. Efficiency 95% at rated capacity g. Insulation Class “H” h. Governor Electronic /Mechanical i. Economical in fuel consumption j. Designed at ambient temperature >40 0C. k. The generator should be equipped with all standard safety switches, sensors and related faulty indications as well as all standard measurement meters on the control panel / module. l. A-level tool kit and 02 set of consumables like air, fuel & oil filters etc. The delivery should be at site i/c loading / unloading and all taxes.

Item: Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 12.5 KVA Diesel Generator set

UNSPSC: Electrical control panels for generators

Specifications / Requirements:

Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 12.5 KVA Diesel Generator set (Prime) made with appropriate size angle iron frame & 16 SWG M.S Sheet, handle lock, cable glands etc. and fully equipped with electrical component like magnetic contactors, relays (i/c phase reversal) timers, MCCB's, MCBs, Auto Battery Charger and other controls etc. All components should be made of Terasaki / Fuji (Japan) / Siemens (Germany) / National Japan / ABB / Schneider or equivalent. The ATS / AMF panels should be four pole with full Auto/Manual control and suitable for single Wapda incoming supply. The ATS panel should also equipped with manual over ride (MOR) / by pass system. A comprehensive submittal containing & showing single line diagram, general arrangement of components & detail specifications & quantity of components etc. must provided along with tender by the bidder.

Item: Installation, testing & commissioning of 12.5 KVA diesel generator set

UNSPSC: Miscellaneous

Specifications / Requirements:

Installation, testing & commissioning of 12.5 KVA diesel generator set at full load with ATS panel along with construction of RCC foundation as per manufacturer's requirement, specifications & design etc. i/c cost of control cable, PVC conduit complete in all respects. The ATS panel will be installed (25-30) M (App.) away from generator. Lube & diesel oil, water coolant and any other material required for initial test run duration for 4 hours should be provided by the contractor. The job shall also include supply, making and testing standard earth systems (i.e Neutral & body) suitable for diesel generator set given in BOQ-I.

Item: Providing and fixing weather & sound proof canopy for 12.5 KVA diesel generator set

UNSPSC: Sound proof block

Specifications / Requirements:

Providing and fixing weather & sound proof canopy for 12.5 KVA diesel generator set made with appropriate size M.S. angle iron frame & sheet and foundation pad duly painted of approved color. The canopy sound level should not exceed 85 db. and with necessary doors for inspection / repairs, cable glands etc. complete in all respect.

Item: Supply & laying of 2” dia Popular / Beta or equivalent brand PVC conduit

UNSPSC: Miscellaneous

Specifications / Requirements:

Supply & laying of 2” dia Popular / Beta or equivalent brand PVC conduit with bends, sockets, clamps / saddles, rawal plugs i/c cost of excavation & re-filling with material after burring PVC conduit (if essential) complete in all respects

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Item: Supply & laying of 10mmsq. 4 Core PVC-PVC insulated copper cable

UNSPSC: Miscellaneous

Specifications / Requirements:

Supply & laying of 10mmsq. 4 Core PVC-PVC insulated copper cable (Newage, AGE, Fast or equivalent brand) in pre laid PVC conduit complete with cable lugs with each cable and relevant material in all respects.

Item: Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set

UNSPSC: Miscellaneous

Specifications / Requirements:

Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set

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Item: Supply of standard & latest model brand new 20 KVA / 16 KW (Prime) diesel generator set

UNSPSC: Diesel generators

Specifications / Requirements:

Supply of standard & latest model brand new 20 KVA / 16 KW (Prime) diesel generator set at site of reputed manufacturers / assemblers in CBU form having valid standard certificates of authorized Organizations / Departments in manufacturing / assembling. The D.G set comprises diesel engine, A.C. brushless alternator, skid mounted fuel tank, water cooled radiator and control panel etc. The engine and alternator should be coupled by means of Direct Disc. coupling and are mounted on steel base frame. The skid mounted fuel tank, radiator and control panels etc. also assembled with the generator. D.G set should have following major technical specifications as well as contained in tender documents (Evaluation Criteria) : a. Output voltage 400/415V-230/240V b. Frequency 50 Hz c. Phase / Wire 3 Phase / 4 Wire d. Power Factor 0.8 Lagging e. Speed 1500 RPM f. Efficiency 95% at rated capacity g. Insulation Class “H” h. Governor Electronic /Mechanical i. Economical in fuel consumption j. Designed at ambient temperature >40 0C. k. The generator should equipped with all standard safety switches, sensors and related faulty indications as well as all standard measurement meters on the control panel / module. A-level tool kit and 02 set of consumables like air, fuel & oil filters etc. The delivery should be at site i/c loading / unloading and at above mentioned branches including all taxes.

Item: Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 20 KVA Diesel Generator set (Prime)

UNSPSC: Electrical control panels for generators

Specifications / Requirements:

Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 20 KVA Diesel Generator set (Prime) made with appropriate size angle iron frame & 16 SWG M.S Sheet, handle lock, cable glands etc. and fully equipped with electrical component like magnetic contactors, relays (i/c phase reversal) timers, MCCB's, MCBs, Auto Battery Charger and other controls etc. All components should be made of Terasaki / Fuji (Japan) / Siemens (Germany) / National (Japan) ABB, Schneider or equivalent. The ATS / AMF panels should be four pole with full Auto/Manual control and suitable for single Wapda incoming supply. The ATS panel should also equipped with manual over ride (MOR) / by pass system. A comprehensive submittal containing & showing single line diagram, general arrangement of components & detail specifications & quantity of components etc. must provide along with tender by the bidder.

Item: Installation, testing & commissioning of 20 KVA diesel generator set at full load with ATS panel alongwith construction of RCC foundation

UNSPSC: Miscellaneous

Specifications / Requirements:

Installation, testing & commissioning of 20 KVA diesel generator set at full load with ATS panel alongwith construction of RCC foundation as per manufacturer's requirement, specifications & design etc. i/c cost of control cable, PVC conduit complete in all respects. The ATS panel Single line diagram (Approved by NBP engineer) will be installed (25-30) M (App.) away from generator. Lube & diesel oil, water coolant and any other material required for initial test run duration for 4 hours should be provided by the contractor. The job shall also include supply, making and testing two separate standard earth systems (i.e Neutral & body) suitable for diesel generator set given in BOQ-I.

Item: Providing and fixing weather & sound proof canopy for 20 KVA diesel generator set

UNSPSC: Sound proof block

Specifications / Requirements:

Providing and fixing weather & sound proof canopy for 20 KVA diesel generator set made with appropriate size M.S. angle iron frame & sheet and foundation pad duly painted of approved color. The canopy sound level should not exceed 70 db. and with necessary doors for inspection / repairs, cable glands etc. complete in all respect.

Item: Supply & laying of 2” dia Popular / Beta brand PVC conduit

UNSPSC: Miscellaneous

Specifications / Requirements:

Supply & laying of 2” dia Popular / Beta brand PVC conduit with bends, sockets, clamps / saddles, rawal plugs i/c cost of excavation & re-filling with material after burring PVC conduit (if essential) complete in all respects.

Item: Supply & laying of 25 mmsq. 4 Core PVC-PVC insulated copper cable (Newage, , Fast or equivalent brand)

UNSPSC: Miscellaneous

Specifications / Requirements:

Supply & laying of 25 mmsq. 4 Core PVC-PVC insulated copper cable (Newage, , Fast or equivalent brand) in pre laid PVC conduit complete with cable lugs with each cable and relevant material in all respects.

Item: Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set

UNSPSC: Miscellaneous

Specifications / Requirements:

Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

a. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

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 35 hereunder.

c. “Authority” means Public Procurement Regulatory Authority.

d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.

f. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

g. “The Contract” means an agreement enforceable by law;

h. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

i. “Ancillary Services” means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;

j. “GCC” means the General Conditions of Contract contained in this section;

k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

l. **“**Day” means calendar day unless indicated otherwise.

m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.

n. “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 Procuring Agency under Contract.

o. “Effective Date” means the date on which this Contract comes into force and effect.

p. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

q. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

r. “The Project Site,” where applicable, means the place or places named in Bids Data Sheet and technical Specifications;

s. “Government” means the Government of Pakistan;

t. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

u. The “Services” means the work to be performed by the Bidder pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidder’s Bids;

v. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

w. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

x. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

y. “In Writing” means communicated in written form with proof of receipt;

z. “Local Currency” means the currency of Pakistan;

a. “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.

b. “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.

c. “Procuring Agency” means: -
any Ministry, Division, Department or any Office of the Federal Government;
any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

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.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

6. Standard

6.1 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.

7. Delivery/Location

7.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

8. Authorized Representatives / Authority of Member in charge

8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of the Contract

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Contract, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

11.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a 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.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, such period shall not exceed sixty (60) days.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;

d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing

that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 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 16.**

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

23.2 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.3 The proceeds of the Performance 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.

23.4 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.5 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

23.6 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder’s performance and notify him of any Defects that are found. Such checking shall not affect the Bidder’s responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2026.

37.2 The procuring agency may refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

38. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, 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 under the Contract are to be specifically manufactured for the Procuring Agency;
b)The method of shipment or packing;
c)The place of delivery; and/or
d)The Services to be provided by the Supplier.

39. Contract Amendenments

39.1 Subject to GCC Clause 32, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

40. Sub-Contracts

40.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: **National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical 2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad**

The Supplier is:

The title of the subject procurement is: **PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD**

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 5

Notices:

The addresses for the notices are:

The Authority:

National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical
2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad
+92-300-000-0000
muhammad.nawaz14@nbp.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical
2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad
+92-300-000-0000
muhammad.nawaz14@nbp.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall

pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be **0%** of the contract price in acceptable form of **Nil**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

Manufacturer’s or Supplier’s Valid Warranty Certificate;

Number of GC Clause 37

Following is the guidance for Dispute Resolution

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) For Contracts to be entered with nationals of Pakistan:

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder 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 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration in accordance with GCC clause 38.

iv. 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.
v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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 Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P141165***

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

To: **National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical 2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad**

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:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency 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) 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)

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical 2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD (*P141165*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods 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 and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[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 Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) 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, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either 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 consultations fee or 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 GoP, 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any 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 GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical 2nd Floor Engineering Wing North NBP Regional Office G-5/1, Islamabad**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

NBP Monogram

Information (Read-Only)

See Form Under Additional Forms and Documents: **NBP Monogram** (page number: 79)

BOQs

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **BOQs** (page number: 80)

Evaluation Criteria of Genset

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Evaluation Criteria of Genset** (page number: 83)

SBD

Information (Read-Only)

See Form Under Additional Forms and Documents: **SBD** (page number: 92)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

National Bank of Pakistan

نیشنل بینک آف پاکستان

NATIONAL STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF GOODS

PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD

(Single Stage One Envelop Procedure)

(National and International Competitive Bidding)

Public Procurement Regulatory Authority Pakistan

Approved by PPRA Board in its 76th Meeting held on 13th March, 2024

ACKNOWLEDGEMENT

The Authority acknowledge the contribution of following officers of the Authority for development and finalization of these document:

i. Dr. Asim J. Abro, Director (M&E), PPRA
ii. Mr. Muhammad Ibrahim R. Khan, Deputy Director (M&E), PPRA
iii. Engr. Muhammad Saleh Izhar, Deputy Director (M&E), PPRA

Ref. No.	Description	Unit	Qty	Rate	Amount
1	Supply of standard & latest model brand new 12.5 KVA /10 KW (Prime) diesel generator set at site of reputed manufacturers / assemblers in CBU form having valid standard certificates of authorized Organizations / Departments in manufacturing / assembling. The D.G set comprises diesel engine, A.C. brushless alternator, skid mounted fuel tank, water cooled radiator and control panel etc. The engine and alternator should be coupled by means of Direct Disc. coupling and are mounted on steel base frame. The skid mounted fuel tank, radiator and control panels etc. also assembled with the generator. D.G set should have following major technical specifications as well as contained in tender documents:Output voltage 400/415V-230/240V b. Frequency 50 Hz c. Phase / Wire 3 Phase / 4 Wire d. Power Factor 0.8 Lagging e. Speed 1500 RPM f. Efficiency 95% at rated capacity g. Insulation Class "H" h. Governor Electronic /Mechanical i. Economical in fuel consumption j. Designed at ambient temperature >40 0C. k. The generator should be equipped with all standard safety switches, sensors and	job	1		
2	Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 12.5 KVA Diesel Generator set (Prime) made with appropriate size angle iron frame & 16 SWG M.S Sheet, handle lock, cable glands etc. and fully equipped with electrical component like magnetic contactors, relays (i/c phase reversal) timers, MCCB's, MCBs, Auto Battery Charger and other controls etc. All components should be made of Terasaki / Fuji (Japan) / Siemens (Germany) / National Japan / ABB / Schneider or equivalent. The ATS / AMF panels should be four pole with full Auto/Manual control and suitable for single Wapda incoming supply. The ATS panel should also equipped with manual over ride (MOR) / by pass system. A comprehensive submittal containing & showing single line diagram, general arrangement of components & detail specifications & quantity of components etc. must provided along with tender by the bidder.	Nos.	1		
3	Installation, testing & commissioning of 12.5 KVA diesel generator set at full load with ATS panel along with construction of RCC foundation as per manufacturer's requirement, specifications & design etc. i/c cost of control cable, PVC conduit complete in all respects. The ATS panel will be installed (25-30) M (App.) away from generator. Lube & diesel oil, water coolant and any other material required for initial test run duration for 4 hours should be provided by the contractor. The job shall also include supply, making and testing standard earth systems (i.e Neutral & body) suitable for diesel generator set given in BOQ-I.	job	1		
4	Providing and fixing weather & sound proof canopy for 12.5 KVA diesel generator set made with appropriate size M.S. angle iron frame & sheet and foundation pad duly painted of approved color. The canopy sound level should not exceed 85 db. and with necessary doors for inspection / repairs, cable glands etc. complete in all respect.	Nos.	1		
5	Supply & laying of 2" dia Popular / Beta or equivalent brand PVC conduit with bends, sockets, clamps / saddles, rawal plugs i/c cost of excavation & re-filling with material after burring PVC conduit (if essential) complete in all respects	meter	45		
6	Supply & laying of 10mmsq. 4 Core PVC-PVC insulated copper cable (Newage, AGE, Fast or equivalent brand) in pre laid PVC conduit complete with cable lugs with each cable and relevant material in all respects.	meter	50		
7	Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set	job	1		

8	Supply of standard & latest model brand new 20 KVA / 16 KW (Prime) diesel generator set at site of reputed manufacturers / assemblers in CBU form having valid standard certificates of authorized Organizations / Departments in manufacturing / assembling. The D.G set comprises diesel engine, A.C. brushless alternator, skid mounted fuel tank, water cooled radiator and control panel etc. The engine and alternator should be coupled by means of Direct Disc. coupling and are mounted on steel base frame. The skid mounted fuel tank, radiator and control panels etc. also assembled with the generator. D.G set should have following major technical specifications as well as contained in tender documents (Evaluation Criteria) : a. Output voltage 400/415V-230/240V b. Frequency 50 Hz c. Phase / Wire 3 Phase / 4 Wire d. Power Factor 0.8 Lagging e. Speed 1500 RPM f. Efficiency 95% at rated capacity g. Insulation Class "H" h. Governor Electronic /Mechanical i. Economical in fuel consumption j. Designed at ambient temperature >40 0C. k. The generator should equipped with all standard safety switches, sensors and related faulty indications as well as all standard measurement meters on the control panel / module. A-level tool kit and 02 set of consumables like air, fuel & oil filters etc. The delivery should be at site i/c loading / unloading and at above mentioned branches including all taxes.	job	1		
9	Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 20 KVA Diesel Generator set (Prime) made with appropriate size angle iron frame & 16 SWG M.S Sheet, handle lock, cable glands etc. and fully equipped with electrical component like magnetic contactors, relays (i/c phase reversal) timers, MCCB's, MCBs, Auto Battery Charger and other controls etc. All components should be made of Terasaki / Fuji (Japan) / Siemens (Germany) / National (Japan) ABB, Schneider or equivalent. The ATS / AMF panels should be four pole with full Auto/Manual control and suitable for single Wapda incoming supply. The ATS panel should also equipped with manual over ride (MOR) / by pass system. A comprehensive submittal containing & showing single line diagram, general arrangement of components & detail specifications & quantity of components etc. must provide along with tender by the bidder.	Nos.	1		
10	Installation, testing & commissioning of 20 KVA diesel generator set at full load with ATS panel alongwith construction of RCC foundation as per manufacturer's requirement, specifications & design etc. i/c cost of control cable, PVC conduit complete in all respects. The ATS panel Single line diagram (Approved by NBP engineer) will be installed (25-30) M (App.) away from generator. Lube & diesel oil, water coolant and any other material required for initial test run duration for 4 hours should be provided by the contractor. The job shall also include supply, making and testing two separate standard earth systems (i.e Neutral & body) suitable for diesel generator set given in BOQ-I.	job	1		
11	Providing and fixing weather & sound proof canopy for 20 KVA diesel generator set made with appropriate size M.S. angle iron frame & sheet and foundation pad duly painted of approved color. The canopy sound level should not exceed 70 db. and with necessary doors for inspection / repairs, cable glands etc. complete in all respect.	Nos.			
12	Supply & laying of 2" dia Popular / Beta brand PVC conduit with bends, sockets, clamps / saddles, rawal plugs i/c cost of excavation & re-filling with material after burring PVC conduit (if essential) complete in all respects.	meter	45		

13	Supply & laying of 25 mmsq. 4 Core PVC-PVC insulated copper cable (Newage, , Fast or equivalent brand) in pre laid PVC conduit complete with cable lugs with each cable and relevant material in all respects.	meter	50		
14	LLoad management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set	job	1		
	Total Amount				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

EVALUATION CRIETARIA-1

FOR SUPPLY &INSTALLATION OF 12.5 KVA (PRIME) DIESEL GENERATOR (D.G) SET

Sr. No.	Description of D.G set components / parameters	NBP proposed technical data / range / features of D.G set's components	Compliant (Y / N) (Evaluated by NBP)		Observation / Remarks
A	**D.G SET ASSEMBLER / MANUFACTURER NAME**			**Priority**	
1.	Prime (Continuous) power design rating (KVA / KW)	12.5 / 10			
2.	Standby Output Rating (KVA / KW)	13.75 / 11			
3.	Rated Voltage (Volts)	400V/230V			
4.	D.G set design temperature in (^{0}C)	≥ 40			
5.	Power Factor	0.8			
6.	Speed (RPM)	1500			
7.	Frequency (Hz)	50			
8.	Governor type	Mechanical			
A-a.	**Specific Fuel consumption**				
1.	At 50% of rated load (L/H)	≤2.4			
2.	At 75% of rated load (L/H)	≤2.8			
3.	At 100% of rated load (L/H)	≤3.5			
b.	**DG Set De-Rating Factor**				
1.	For Altitude 1000 meters above MSL	No De-rating			
A-c	**D.G set design life at 80% load in Hours**				
A-d	**Fuel Tank capacity**				
1.	For Operation at 100% of rated load	12Hours			
B	**ENGINE**				
1.	De-ration for Altitude up to 1000 meters AMSL	No de-ration			
2.	No. of cylinders	3 or 4			
3.	Arrangement of Cylinders (In-line/v)	Vertical Inline			
4.	Engine design temperature in (^{0}C)	≥ 40			
5.	Coupling Type	Direct (Disc Coupling)			
6.	Mounting Arrangement	Anti-Vibration Skid Mounted			

7.	Cooling System	Water Cooled			
8.	Ignition System	12V Self-Start			
9.	Governor type	Mechanical			
B-b	**BATTERIES**				
1.	Type	Lead Acid (Dry or Wet)			
2.	Rating (V & AH)	As per D.G set ignition system			

C	**GENERATOR / ALTERNATOR**				
1.	Prime (Continuous) power design rating (KVA / KW)	12.5 / 10			
2.	Standby Output Rating (KVA / KW)	13.75 / 11			
3.	Rated Voltage (Volts)	400V/230V			
4.	Alternator design temperature in (^{0}C)	$\geq$ 40			
5.	Power Factor	0.8			
6.	Speed(RPM)	1500			
7.	Frequency (Hz)	50			
C-a	**Insulation class**				
1.	Stator	H-Class			
2.	Rotor	H-Class			
3.	Exciter	H-Class			
C-b	**Efficiency at 0.80 pf in %**				
1.	At 50% of rated load	$\geq$ 90%			
2.	At 75% of rated load	$\geq$ 85%			
3.	At 100% of rated load	$\geq$ 75%			
D	**CONTROL PANEL**				
1.	Molded Case Circuit Breaker (MCCB)	(40A), 3-Pole (Siemens, Terasaki, Fuji, Legrand, ABB, Hager, National or equivalent)			
2.	Module	Deep Sea or equivalent			
a	**Display Parameters**				
1.	Output Volts (L-L/L-N)	Indication on LCD module or meters / gauges on Electric Control Panel			

2.	Output Current (L-L/L-N)	-Do-			
3.	Kilowatt	-Do-			
4.	Total Kilowatt Hour	-Do-			
5.	Frequency (Hz)	-Do-			
6.	Engine speed (rpm)	-Do-			
7.	Lube oil Pressure (Bars)	-Do-			
8.	Engine temperature in (^{0}C)	-Do-			
9.	Engine running hours	-Do-			
10.	Battery Charging current (Amps).	-Do-			
b	**Alarm / Indication Lamps For Safety**				
1.	Engine Over / Under speed	Indication on Electric Control Panel LCD/ Meters/ Gauges			
2.	Low lube oil pressure	-Do-			
3.	High Engine water temperature	-Do-			
4.	Over voltage	-Do-			
5.	Under voltage	-Do-			
6.	Short-circuit tripping of main circuit breaker	-Do-			
7.	Low oil level etc.	-Do-			
c	**Safety tripping For Instantaneous Shut Down due To**				
1.	Engine over / under speed	Equipped for instant shut down of D.G set			
2.	Low lube oil pressure	-Do-			
3.	High temperature	-Do-			
4.	Abnormal output voltage	-Do-			
5.	Low fuel oil in tank	-Do-			
6.	Winding high temperature	-Do-			
E	**AUTO TRANSFER SWITCH (ATS) PANEL (in Accordance to Generator Rating)**	- Local / Imported - 16SWG M.S sheet - 4-Pole with manual override system equipped with (Siemens, Terasaki, Fuji, Legrand, ABB,			

		Hager, National, Telemecanique, Finder or equivalent) MCCBs, Magnetic contactors, control fuses, indication lights, relays etc.			
F	**M.S. WEATHER & SOUND ATTENUATED CANOPY**				
1.	Canopy	14-16 SWG M.S sheet duly painted with initially anti-rust paint & finally powder coated with approved color.			
	NOISE LEVEL OF D.G. SET WITH CANOPY at 7meter distance(dB)				
a.	At 50% of rated load	≤ 65 db			
b.	At 75% of rated load	≤ 68 db			
c.	At 100% of rated load	≤ 72 db			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

EVALUATION CRIETARIA-2
FOR SUPPLY &INSTALLATION OF 20 KVA (PRIME) DIESEL GENERATOR (D.G) SET

Sr. No.	Description of D.G set components / parameters	NBP proposed technical data / range / features of D.G set's components	Compliant (Y / N) (Evaluated by NBP)	Priority	Attached reference (Mention Flag No./Page No.)
A	**D.G SET ASSEMBLER / MANUFACTURER NAME**				
1.	Prime (Continuous) power design rating (KVA / KW)	20 / 16		High	
2.	Standby Output Rating (KVA / KW)	22 / 17.5		High	
3.	Rated Voltage (Volts)	400V/230V		High	
4.	D.G set design temperature in (^{0}C)	$\geq$ 40		High	
5.	Power Factor	0.8		High	
6.	Speed(RPM)	1500		High	
7.	Frequency (Hz)	50		High	
8.	Governor type	Mechanical		High	
A-a.	**Specific Fuel consumption**				
1.	At 50% of rated load (L/H)	$\leq$4		High	
2.	At 75% of rated load (L/H)	$\leq$5		High	
3.	At 100% of rated load (L/H)	$\leq$8		High	
A-b.	**DG Set De-Rating Factor**				
1.	For Altitude 1000 meters above MSL	No De-rating		Low	
A-c	**D.G set design life at 80% load in Hours**	5000 hr		Low	
A-d	**Fuel Tank capacity**				
1.	For Operation at 100% of rated load	12000 Hours		High	
B	**ENGINE**			Low	
1.	De-ration for Altitude up to 1000 meters AMSL	No de-ration		Low	
2.	No. of cylinders	3 or 4			
3.	Arrangement of Cylinders (In-line/v)	Vertical Inline		Low	
4.	Engine design temperature in (^{0}C)	$\geq$ 40^{o}C		High	
5.	Coupling Type	Direct (Disc Coupling)		Low	

6.	Mounting Arrangement	Anti-Vibration Skid Mounted		High	
7.	Cooling System	Water Cooled		High	
8.	Ignition System	12V Self-Start		High	
9.	Governor type	Mechanical		High	
10.	ISO Certification	8528 3046		High	
B-b	**BATTERIES**				
1.	Type	Lead Acid (Dry or Wet)		Low	
2.	Rating (V & AH)	As per D.G set ignition system		Low	
C	**ALTERNATOR**				
1.	Prime (Continuous) power design rating (KVA / KW)	20 / 16		High	
2.	Standby Output Rating (KVA / KW)	22/ 18		High	
3.	Rated Voltage (Volts)	400V/230V		High	
4.	Alternator design temperature in (^{0}C)	$\geq$ 40		High	
5.	Power Factor	0.8		High	
6.	Speed (RPM)	1500		High	
7.	Frequency (Hz)	50		High	
C-a	**Insulation class**				
1.	Stator	H-Class		Low	
2.	Rotor	H-Class		Low	
3.	Exciter	H-Class		Low	
4.	Standard Certificate	IEC 60034-1 BS 5000		High	
C-b	**Efficiency at 0.80 pf in %**				
1.	At 50% of rated load	$\geq$90%		High	
2.	At 75% of rated load	$\geq$ 85%		High	
3.	At 100% of rated load	$\geq$ 75%		High	
D	**CONTROL PANEL**				
1.	Molded Case Circuit Breaker (MCCB)	(40A), 3-Pole (Siemens, Terasaki, Fuji, Legrand, ABB, Hager, National or equivalent)		High	
2.	Module	Deep Sea or equivalent		High	
D-a	**Display Parameters**				

1.	Output Volts (L-L/L-N)	Indication on LCD module or meters / gauges on Electric Control Panel		High	
2.	Output Current (L-L/L-N)	-Do-		High	
3.	Kilowatt	-Do-		High	
4.	Total Kilowatt Hour	-Do-		High	
5.	Frequency (Hz)	-Do-		High	
6.	Engine speed (rpm)	-Do-		High	
7.	Lube oil Pressure (Bars)	-Do-		High	
8.	Engine temperature in (^{0}C)	-Do-		High	
9.	Engine running hours	-Do-		High	
10.	Battery Charging current (Amps).	-Do-		High	
D-b	**Alarm / Indication Lamps For Safety**				
1.	Engine Over / Under speed	Indication on Electric Control Panel LCD/ Meters/ Gauges		High	
2.	Low lube oil pressure	-Do-		High	
3.	High Engine water temperature	-Do-		High	
4.	Over voltage	-Do-		High	
5.	Under voltage	-Do-		High	
6.	Short-circuit tripping of main circuit breaker	-Do-		High	
7.	Low oil level etc.	-Do-		High	
D-c	**Safety tripping For Instantaneous Shut Down due To**				
1.	Engine over / under speed	Equipped for instant shut down of D.G set		High	
2.	Low lube oil pressure	-Do-		High	
3.	High engine water temperature	-Do-		High	
4.	Over /Under voltage	-Do-		High	
5.	Low fuel oil in tank	-Do-		High	
6.	Winding high temperature	-Do-		High	
E	**AUTO TRANSFER SWITCH (ATS) PANEL (in Accordance to Generator Rating)**	- Local / Imported - 16SWG M.S sheet - 4-Pole with manual override system equipped with (Siemens, Terasaki, Fuji, Legrand, ABB, Hager, National, Telemecanique, Finder or equivalent) MCCBs, Magnetic contactors, control fuses, indication lights, relays etc.		Low	
F	**M.S. WEATHER & SOUND ATTENUATED CANOPY**				

1.	Canopy	14-16 SWG M.S sheet duly painted with initially anti-rust paint & finally powder coated with approved color.		Low	
2	**NOISE LEVEL OF D.G. SET WITH CANOPY at 7meter distance(dB)**				
A	At 50% of rated load	≤ 65 db		Low	
B	At 75% of rated load	≤ 68 db		Low	
c	At 100% of rated load	≤70db		Low	

IMPORTANT NOTES:

1. **Attach attested copies of valid ISO Certificates i.e. Standard quality management (9001), Health & Safety (18001) etc. for:-**
   a. **ISO Certification in the name of original imported equipment manufacturer for imported D.G sets in CBU form.**
   b. **ISO Certification in the name of local equipment manufacturer for value addition in imported D.G sets in CKD form.**
2. **Above all information should be provided along with document evidence otherwise tender will not be accept and will be declared as rejected.**
3. **Misquote & Non-compliance of required data / values / information etc. of D.G set's equipment & components will lead to reject tender even lowest.-**
4. **All requirements mentioned in Evaluation Criteria with "Priority" (High/Low) is evaluated as follows.**
   i. **All requirements with "high" Priority must be answered as "Y" or "N" if bidder response "N" against any of such "High" Priority Requirement its bid will be Considered as technically disqualified/Non-compliance and will be rejected.**
   ii. **For with "Low" Priority can be answered as Y, Yes, N, No,. If bidder responds "N" or NO, against any of the "Low" Priority requirement, its bid will not be considered as rejected.**
5. **NBP may ask any other additional documentary evidence or explanation against any item for clarification that must be provided by the Bidder during the period of evaluation. Bidder 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.**

IMPORTANT NOTES:

6. **Attach attested copies of valid ISO Certificates i.e. Standard quality management (9001), Health & Safety (18001) etc. for:-**
   c. **ISO Certification in the name of original imported equipment manufacturer for imported D.G sets in CBU form.**
   d. **ISO Certification in the name of local equipment manufacturer for value addition in imported D.G sets in CKD form.**

7. **Above all information should be providedalongwith document evidence otherwise tender will not be accept and will be declared as rejected.**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION–II
INSTRUCTIONS TO BIDDERS (ITBs)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A - INTRODUCTION

1. Scope of Bid	1.1	The National Bank of Pakistan (NBP), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the provision of Goods as specified in the BDS and **Section V - Technical Specifications & Schedule of Requirements**. The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the **BDS**.
2. Sources of Funds	2.1	Sources of funds is referred in Clause-2 of Invitation for Bids
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. *(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).*
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to NBP the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of NBP the Procuring Agency 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 NBP the Procuring Agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	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 NBP the Procuring Agency 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. 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 NBP the Procuring Agency regarding this Bidding process; or f) Submit more than one bid in this Bidding process.
	3.8	A Bidder may be ineligible if – a) he is declared bankrupt or, in the case of company or firm, insolvent; b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; c) legal proceedings are instituted against such Bidder involving an order suspending 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.
	3.9	Bidders shall provide to NBP the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of NBP the Procuring Agency, as NBP the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. Eligible Goods and Related Services	4.1	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 such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, 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.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and 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 country of origin declarations included in the Form of Bid.
	4.5	If so required in the **BDS**, the Bidder shall demonstrate that it has been duly authorized by 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. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of 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. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and NBP the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B – BIDDING DOCUMENTS

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: **Section I -**Invitation to Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Technical Specifications, Schedule of Requirements **Section VI** Forms – Bid **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the **BDS** as per EPADS
	7.3	The National Bank of Pakistan is not responsible for the completeness of the Bidding Documents and their addenda, if they were not downloaded from the website of the National Bank of Pakistan and PPRA 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. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the National Bank of Pakistan in writing or in electronic form that provides record of the content of communication at the National Bank of Pakistan's address indicated in the **BDS.**
	8.2	The National Bank of Pakistan will within mentioned 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 mentioned working days in EPADS 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 National Bank of Pakistan's response will be forwarded to all identified Prospective Bidders through an identified source of communication, 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 as per EPADS
	8.4	Should the National Bank of Pakistan deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9.**
	8.5	If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time

		mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, 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 transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the National Bank of Pakistan exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the National Bank of Pakistan 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	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 National Bank of Pakistan. The National Bank of Pakistan shall promptly publish the Addendum at the National Bank of Pakistan's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the National Bank of Pakistan may, at its discretion, extend the deadline for the submission of Bids**:** Provided that the National Bank of Pakistan shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C – PREPARATION OF BIDS

. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the National Bank of Pakistan 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.
11. Documents and Samples(s) Constituting the Bid	11.1	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 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**.
	11.2	Where a sample(s) is required by a National Bank of Pakistan, the sample shall be: a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**; b) carriage paid; 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**.
	11.3	The National Bank of Pakistan shall retain the sample(s) of the successful Bidder. A National Bank of Pakistan shall reject the Bid if the sample(s)- 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.
	11.4	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 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.
	11.5	Samples made up from materials supplied by a National Bank of Pakistan shall not be returned to a Bidder nor shall a National Bank of Pakistan be liable for the cost

		of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the National Bank of Pakistan till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the National Bank of Pakistan'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**.
	12.4	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 National Bank of Pakistan.
	12.5	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 National Bank of Pakistan in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the National Bank of Pakistan's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents	13.1	Pursuant to **ITB 11,** the Bidder shall furnish, as part of its Bid, all those documents

Establishing Eligibility and Qualification of the Bidder		establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the National Bank of Pakistan that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of National Bank of Pakistan that: a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in **BDS**. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	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.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	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
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the National Bank of Pakistan may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where

		applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	Prices indicated on the Price Schedule shall be entered separately in the following manner: a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): i) the price of the goods quoted EXW (ex-works, ex- factory, ex-warehouse, ex-showroom, or off-the- shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded. iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **BDS.** iv) the price of other (incidental or allied) services, if any, listed in the **BDS**. b) For goods offered from abroad: i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the National Bank of Pakistan's country, as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**. or iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **BDS.** iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **BDS**. v) the price of (incidental) services, if any, listed in the **BDS**.
	15.7	Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the National Bank of Pakistan. This, shall not in any way limit the National Bank of Pakistan'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.
	15.8	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.
	15.9	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.
16. Bid Currencies	16.1	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.** 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.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the National Bank of Pakistan 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**.
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the National Bank of Pakistan. A Bid valid for a shorter period shall be rejected by the National Bank of Pakistan as non-responsive**.** The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the National Bank of Pakistan 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.
	17.3	If the award is delayed by a period exceeding sixty (60) 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.
18. Bid Securing or Bid Securing Declaration	18.1	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 NBP the Procuring Agency 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)**.
	18.2	The Bid Security or Bid Securing Declaration is required to protect the National Bank of Pakistan against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.9.**
	18.3	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 National Bank of Pakistan and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the **BDS**
	18.4	The Bid Security or 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 National Bank of Pakistan prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the National Bank of Pakistan in case any of the conditions listed in **ITB 18.9** are invoked.
	18.6	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 National Bank of Pakistan as non- responsive, pursuant to **ITB 28**.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the National Bank of Pakistan pursuant to **ITB 17**. The National Bank of Pakistan 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 National Bank of Pakistan 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.
	18.8	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**.
	18.9	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 National Bank of Pakistan, 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.**
19. Alternative Bids by Bidders	19.1	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
	19.2	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.
	19.3	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 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 National Bank of Pakistan, 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 National Bank of Pakistan.
20. Withdrawal, Substitution and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS.
	20.2	Bids requested to be withdrawn in accordance with **ITB 20.1** shall be returned unopened to the Bidders as per EPADS
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate.

		In the event of any discrepancy between them, the original shall prevail: as per EPADS Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal, as per EPADS
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder. as per EPADS

D – SUBMISSION OF BIDS

22.Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.*
	22.2	The inner and outer envelopes shall: a) be addressed to the National Bank of Pakistan at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	22.4	The inner and outer envelopes shall: a) be addressed to the National Bank of Pakistan at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to ITB 23.1. c) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24
	22.5	If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the National Bank of Pakistan will assume no responsibility for the misplacement or premature opening of Bid.
23. Deadline for Submission of Bids	23.1	Bids shall be received by the National Bank of Pakistan no later than the date and time specified in the BDS. as per EPADS
	23.2	The National Bank of Pakistan may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the National Bank of Pakistan and Bidders previously subject to

		the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The NBP shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 23 as per EPADS**
	24.2	Any Bid received by the NBP after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder, as per EPADS.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the National Bank of Pakistan prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

E – OPENING AND EVALUATION OF BIDS

26. Opening of Bids AS PER EPADS	26.1	The National Bank of Pakistan will open all Bids through EPADS, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the National Bank of Pakistan will open the Technical Proposals electronically through PPRA EPADS, in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the National Bank of Pakistan until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as NBP the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered

		further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un- read information by the sent Bidder's representative shall indemnify the National Bank of Pakistan against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids uploaded through EPADS, pursuant to ITB 24.
	26.11	The National Bank of Pakistan shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the National Bank of Pakistan, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the National Bank of Pakistan processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding **ITB 27.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the National Bank of Pakistan 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.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the National Bank of Pakistan 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 National Bank of Pakistan shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage

		One Envelope Procedure, only the correction of arithmetic errors discovered by the National Bank of Pakistan in the evaluation of Bids should be sought in accordance with **ITB 31**.
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the National Bank of Pakistan 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.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the National Bank of Pakistan 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 National Bank of Pakistan in the Bidding Documents; 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 National Bank of Pakistan's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	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; b) limits in any substantial way, inconsistent with the Bidding Documents, the National Bank of Pakistan'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.
	29.3	The National Bank of Pakistan 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 is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	The National Bank of Pakistan may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. *Explanation: A minor informality, non-conformity or*

		irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The National Bank of Pakistan either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the National Bank of Pakistan. 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.*
	29.5	Provided that a Technical Bid is substantially responsive, the National Bank of Pakistan may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the National Bank of Pakistan 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.
	29.7	If a Bid is not substantially responsive, it will be rejected by the National Bank of Pakistan and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The National Bank of Pakistan 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.
	30.2	The National Bank of Pakistan 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.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the National Bank of Pakistan determines that the Bid is not substantially responsive in accordance with **ITB 29,** it shall reject the Bid.
31. Correction of	31.1	Bids determined to be substantially responsive will be checked for any arithmetic

Errors		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 National Bank of Pakistan 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 sub-totals, 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.
	31.2	The amount stated in the Bid will, be adjusted by the National Bank of Pakistan in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 18.9.**
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the National Bank of Pakistan will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	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**.
33. Evaluation of Bids	33.1	The National Bank of Pakistan shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 29**.
	33.2	In evaluating the Technical Proposal of each Bid, the National Bank of Pakistan shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	The National Bank of Pakistan's evaluation of a Bid will take into account: a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is 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
	33.4	The comparison shall be between the EXW price of the goods offered from

		within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, 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.
	33.5	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 a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of 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.
	33.6	For factors retained in **BDS**, pursuant to ITB one or more of the following quantification methods will be applied, as detailed in the **BDS**: (*a*) ***Inland transportation from EXW/port of entry/border point, Insurance and incidentals.*** Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **BDS** will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its 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 added by the National Bank of Pakistan to EXW or as per applicable INCOTERM price. (*b*) ***Delivery schedule.*** i) The National Bank of Pakistan requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be 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.

Or

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

(c) ***Deviation in payment schedule.***

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

Or

ii) The **SCC** stipulates the payment schedule offered by the National Bank of Pakistan. If a Bid deviates from the schedule and if such deviation is considered acceptable to the National Bank of Pakistan, 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***

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

Or

ii) The National Bank of Pakistan 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 National Bank of Pakistan 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 National Bank of Pakistan or other National Bank of Pakistan's in similar situations. Such costs shall be added to the Bid price for evaluation. (e) ***Spare parts and after sales service facilities in Pakistan*** The cost to the National Bank of Pakistan of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price. (f) ***Operating and maintenance costs*** Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **BDS** or in the Technical Specifications. (g) ***Performance and productivity of the equipment.*** i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **BDS** will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **BDS** or in the Technical Specifications. **Or** ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the **BDS** or in the Technical Specifications. (h) ***Specific additional criteria.*** Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **BDS** and/or the Technical Specifications.
	33.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **BDS.**
34. Domestic Preference	34.1	If the **BDS** so specifies, the National Bank of Pakistan will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides

		or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where the National Bank of Pakistan adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	The National Bank of Pakistan may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i) Where the National Bank of Pakistan knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii) Where the National Bank of Pakistan, 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 National Bank of Pakistan may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the National Bank of Pakistan shall carry out the post-qualification of the Bidder using only the requirements specified in the **BDS**. In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
	36.2	Where the Bid price is considered to be abnormally low, the National Bank of Pakistan shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: a) The National Bank of Pakistan may reject a Bid if the National Bank of Pakistan 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 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 National Bank of Pakistan 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 National Bank of Pakistan 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 National Bank of Pakistan shall not incur any liability solely by rejecting abnormally Bid; and e) An abnormally low Bid means, in the light of the National Bank of Pakistan'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 National Bank of Pakistan:** 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.
	36.3	The National Bank of Pakistan will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.4	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, as well as such other information as the National Bank of Pakistan deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	National Bank of Pakistan may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. planation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the National Bank of Pakistan will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F – AWARD OF CONTRACT

37. Criteria of Award	37.1	Subject to ITB 36 and 38, the National Bank of Pakistan 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) 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) a minor amendment to the special conditions of Contract; d) finalizing payment arrangements; e) delivery arrangements; f) the methodology for provision of related services; or g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the National Bank of Pakistan may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the National Bank of Pakistan shall not reopen earlier negotiations.
39. The Procuring Agency's Right to reject All Bids	39.1	Notwithstanding **ITB 37**, the National Bank of Pakistan reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the National Bank of Pakistan the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The National Bank of Pakistan shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. The Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The National Bank of Pakistan 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. Notification of Award	41.1	Prior to the award of contract, the National Bank of Pakistan shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the National Bank of Pakistan prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the National Bank of Pakistan will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2.**
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 43**, the National Bank of Pakistan 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, National Bank of Pakistan shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the National Bank of Pakistan shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the National Bank of Pakistan a Performance Security (or Guarantee) in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be in any of the following: (a) 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. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.

	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 National Bank of Pakistan may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	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.
	44.2	The National Bank of Pakistan 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 National Bank of Pakistan's "Notice to Commence" as specified in the **SCC**.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	National Bank of Pakistan 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 to engage in any corrupt and fraudulent practices.

G – GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	National Bank of Pakistan shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person 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 National Bank of Pakistan after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the National Bank of Pakistan 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 National Bank of Pakistan 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) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H – MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	The National Bank of Pakistan shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; Fails to perform his contractual obligations; and Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the National Bank of Pakistan proposes to debar the bidder or contractor from participating in any public procurement of the National Bank of Pakistan; and (c) the statement, if needed, about the intention of the National Bank of Pakistan to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the National Bank of Pakistan.
	49.3	The National Bank of Pakistan shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the National Bank of Pakistan may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the National Bank of Pakistan shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the National Bank of Pakistan may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The National Bank of Pakistan shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the National Bank of Pakistan for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	The National Bank of Pakistan shall decide the matter within fifteen days from the date of personal 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.
	49.8	The National Bank of Pakistan shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the National Bank of Pakistan to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the National Bank of Pakistan.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition

	49.11	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 attached documents of the review petition including the decision of the National Bank of Pakistan. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the National Bank of Pakistan for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION–III
BID DATA SHEET (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
A. Introduction		
1.	**1.1**	Name of Procuring Agency: **National Bank of Pakistan** the subject of **PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD** Period for delivery of goods: **45 Days** Commencement date for delivery with Installation of Goods: **45days after signing the contract.**
2	**2.1**	Financial year for the operations of NBP the Procuring Agency: **2026** Name of Project: ***PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD*** Name and identification number of the Contract: **PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD**
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**
6.	**4.6**	Demonstration of authorization by manufacturer: **Required**
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instructions to Bidders**
B. Bidding Documents		
7.	**7.2**	The number of documents to be completed and returned is: **One Original to be uploaded on EPADS.**

8	**8.1**	The address for clarification of Bidding Documents is: **Through EPADS.**
	8.5	**Pre-bid meeting will not be held.**
C. Preparation of Bids		
9.	**10.1**	The Language of all correspondences and documents related to the Bid is: **English**
10.	**11.1(b)**	Detail of sample(s) to be submitted with the Bid are: **N/A**
11.	**11.1 (h)**	In addition to the documents stated in **ITB 11,** the following documents must be included with the Bid: **Details given in Annexure "A"**
12.	**11.2 (a) & (d)**	Sample quantities, dimensions and details: **N/A** Sample Characteristics [List if any]: **N/A**
13.	**12.3 (c)**	Other procurement specific documentation requirements are: **Details given in Annexure "B"**
14.	12.4	Spare parts required for **Five** years of operation. (N/A)
15.	**13.3 (b)**	The qualification criteria required from Bidders in **ITB 13.3(b)** is modified as follows: **Details given in Annexure "A"**
16.	**15.6 15.7 (a) (iii), (iv) (optional)**	For goods manufactured from within Pakistan the price quoted shall be **EXW and in addition shall include:** **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 Procuring Agency's Place as specified in the bidding documents;** **c) all necessary custom duties, sales tax and other taxes applicable in Pakistan, paid or payable on the related, incidental or allied services as stated in (b) above.**
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instructions to Bidders**
17.	**15.7 (a) (i) & 15.6 (b) (i)** **(ii), (iii) (optional) (iv), (v)**	For goods offered from abroad the price quoted shall be: **DDP (Procuring Agency's Place for installation as specified in bidding documents) and in addition shall include:** **a) all necessary sales tax and other taxes applicable in Pakistan paid or payable on goods;** **b) the price of the related services such as unloading, installation, testing and commissioning of goods at Procuring Agency's place as**

	(optional)	**specified in the bidding documents.** **c) all necessary custom duties, sales tax and other taxes applicable in Pakistan, paid or payable on the related, incidental or allied services as stated in (b) above.** **Note: It is mandatory for the bidders to filled-in the Form 6 i.e. Consolidated Price Schedule and if may desire; also fill in the Form 2 i.e. Price Schedule for Goods & related services offered from abroad to show the breakup of the Bid Prices given in Form 6.**
	15.9	The price shall be fixed.
18.	**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**.
19.	**16.2**	**Not applicable**
20.	**17.1**	The Bid Validity period shall be **180 days**
21.	**18.1**	The amount of Bid Security shall be: **Rs.175,000/-** in favor of **"National Bank of Pakistan"** Bid Securing Declaration: **Not Applicable**
22.	**18.3**	The Bid Security shall be in the form of **Payment Order or Bank Guarantee (As per Bid validity period) Rs.175,000/-**
23.	**18.3 (c)**	Other forms of security are: **Not Applicable**
24.	**19.1**	Alternative Bids to the requirements of the Bidding Documents **will not** be permitted.
25.	**21.1**	The number of copies of the Bid to be completed and returned shall be: **Only One Original Bid to be uploaded on EPADS**
26.	**21.2**	Written confirmation of authorization are: **Authorization Letter on Bidder's Letterhead or Power of Attorney on Stamp Paper; duly signed by the CEO or any Legal Representative of the Bidder having Legal Capacity to issue such authorization.**
	D. Submission of Bids	
27.	**22.2 (a)**	Bid shall be submitted through **EPADS** to: Procurement Wing (Central & North) | Procurement Division, LCMG|National Bank of Pakistan| Regional Head Quarters, 26 McLagan Road, Lahore-Pakistan| Direct: +92-42-99212694|PABX: +92-42-99210641|Ext: 3510 | E: hashim.shah@nbp.com.pk|ww.nbp.com.pk|
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instructions to Bidders**
28.	**22.2 (b)**	Title of the subject Procurement or Project name: **PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD** ITB title and No: **Same as above** Time and date for submission: **As specified in Invitation to Bid**

29.	**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. Opening & Evaluation of Bids		
30.	**26.1**	The Bid opening shall take place through EAPDS Bidder may visit NBP Office Building on the day of bid opening as specified in the Invitation to Bid; Street Address: **26 McLagan Road Road;** Building / Plot No: **NBP Regional Office Building;** Floor / Room No: **3rd Floor;** City / Town: **Lahore;** Country: **Pakistan**
31.	**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: **Not Applicable** The date of exchange rate shall be: **Not Applicable**
32.	**33.2**	**Evaluation Techniques** **Least Cost Based Selection (LCBS) (to be used for award of Contract)** After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
33.	**33.4 (h)**	Other specific criteria are: **Not Applicable**
34.	**33.5 (a)**	Inland transportation from EXW/port of entry/border point to: **Location as per SBD**.
35.	**33.5 (b)**	Delivery with Installation schedule: No later than 45Days. Adjustment of Price: **Not Applicable**
36.	**33.5 (c) (ii)**	Deviation in payment schedule is **Not Applicable** Annual interest rate: **Not Applicable**
37.	**33.5 (d)**	Cost of spare parts: **Not Applicable**
38.	**33.5 (e)**	Spare parts and after sales service facilities in Pakistan: **Not Applicable**
39.	**33.5 (f)**	Operating and maintenance costs: **Not Applicable**
40.	**33.5 (g)**	Performance and productivity of equipment: **Not Applicable**

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
41.	**33.5 (h)**	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. : **Details given in Section V: Schedule of Requirements, Technical Specifications**
42.	**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**
43.	**34.1**	**Domestic preference is not applicable**
F. Award of Contract		
44.	**40.1**	Percentage for quantity increase or decrease is: **15%**
45.	**43.1**	The Performance Security (or guarantee) shall be: **10% of the Contract Price. (SERVICES & WORKS INCONTRACTS WORTH RS. 10.00 MILLION OR MORE Bank guarantee required)**
46.	**43.2**	The Performance Security (or guarantee) shall be in the form of: **Bank Guarantee or Payment Order** **The validity of The Bank Guarantee shall be 28 days beyond the Delivery Period + Defect's Liability/Warranty Period (as specified in SCC Clause: 18.2) from the date of issuance of such Guarantee.** **However, since the validity of a Payment Order is six (06) months; it will be the responsibility of the bidder to replace the submitted Payment Order with similar amount; 30 days earlier than the expiry of submitted security; provided the Warranty period (as specified in the SCC) has not lapsed. Such substitution (if required) will remain applicable till the expiry of the Warranty Period.** **Otherwise;** **The submitted Payment Order will be invoked/en-cashed without any liability to the Procuring Agency.** Note. **SERVICES & WORKS INCONTRACTS WORTH RS. 10.00 MILLION OR MORE Bank guarantee required.**
47.	**44.1**	The Advance Payment if essential shall be limited to: **Not Essential and is therefore Not Applicable**
48.	**44.2**	Maximum amount of Advance payment shall be: **Not Applicable**
49.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
50.	**49.1**	The address of NBP the Procuring Agency: **WING HEAD (Central & North)** **Procurement Division,** **Logistics Communications & Marketing Group,** **NATIONAL BANK OF PAKISTAN** **Regional Head Quarters, 26 McLagan Road, Lahore-Pakistan|** **Direct: +92-42-99212694|PABX: +92-42-99210641|Ext: 3510 |**

		The Address of PPRA to submit a **copy** of grievance: **Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan** **Tel: +92-51-9202254**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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
SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A – SCHEDULE OF REQUIREMENTS/DELIVERY

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

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.

Supply & installation of 12.5KVA Gen sets at various NBP Branches under Engineering Wing North

S.	Ticket.	Description	DG ET (KVA)	Qty	Delivery schedule (shipment) in days
1	116895	NBP POF HAVELIAN BRANCH (0972) RO, ABBOTTABAD	12.5 KVA	01	45 days
2	123816	NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD	20 KVA	01	45 days

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Section V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

BIDDER QUALIFICATION CRITERIA

Note: *All copies of documents must be signed & stamped. Absence of any attested copies of document will leads to Disqualification of Bidder.*

#	Requirements	Priority (High/Low)	Availability Response (Y/N)
1.00	**Bidder Qualification Requirement**		
1.01	Registered and having active status on FBR Active Taxpayer List (Sales tax & Income tax)	**High**	**Desired documents be submitted**
1.02	Procurement, supply & installation of at least 05 DG Sets 12.5 KVA or more KVAs capacity works completed during last three years (in details)	**High**	**Desired documents be submitted**
1.03	Affidavit on legal E stamp paper Rs. 500/- that the firm has never been blacklisted by any GOP /Semi Govt. or Autonomous Bodies.	**High**	**Desired documents be submitted**
1.05	Financial Statements of the company of last 3 year.	**High**	**Desired documents be submitted**
1.06	Valid Manufacturer's Authorization Document for the offered goods in favor of the bidder, provided bidder is not the Manufacturer.	**High**	**Desired documents be submitted**
1.06	Bidder should provide Company Profile with complete detail of works in hand. Detail of plant & machinery available with the company if any.	**High**	**Desired documents be submitted**
1.07	After Sale Services, maintenance equipment, skilled manpower and availability of warehouses at Karachi, Islamabad or Rawalpindi	**High**	**Desired documents be submitted**
1.08	List of employees for after sale service (in details)	**High**	**Desired documents be submitted**
1.09	Bid Validity period 180 days.	**High**	**Desired documents be submitted**

PRICE SCHEDULE-1
SUPPLY & INSTALLATION OF 12.5 KVA (PRIME)
DIESEL GENERATOR SET WITH ATS PANEL, M.S CANOPY
& REQUISITE CABLING WORKS ETC. AT NBP **POF HAVELIAN BRANCH (0972) RO, ABBOTTABAD**

BOQ – I

Sr. No	Description	Unit	Qty.	Rate	Amount
GEN 12.5KVA					
1	Supply of standard & latest model brand new 12.5 KVA /10 KW (Prime) diesel generator set at site of reputed manufacturers / assemblers in CBU form having valid standard certificates of authorized Organizations / Departments in manufacturing / assembling. The D.G set comprises diesel engine, A.C. brushless alternator, skid mounted fuel tank, water cooled radiator and control panel etc. The engine and alternator should be coupled by means of Direct Disc. coupling and are mounted on steel base frame. The skid mounted fuel tank, radiator and control panels etc. also assembled with the generator. D.G set should have following major technical specifications as well as contained in tender documents: a. Output voltage 400/415V-230/240V b. Frequency 50 Hz c. Phase / Wire 3 Phase / 4 Wire d. Power Factor 0.8 Lagging e. Speed 1500 RPM f. Efficiency 95% at rated capacity g. Insulation Class "H" h. Governor Electronic /Mechanical i. Economical in fuel consumption j. Designed at ambient temperature $\geq$40 ^{0}C. k. The generator should be equipped with all standard safety switches, sensors and related faulty indications as well as all standard measurement meters on the control panel / module. l. A-level tool kit and 02 set of consumables like air, fuel	Each	1		

	& oil filters etc. The delivery should be at site i/c loading / unloading and all taxes.				
2	Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 12.5 KVA Diesel Generator set (Prime) made with appropriate size angle iron frame & 16 SWG M.S Sheet, handle lock, cable glands etc. and fully equipped with electrical component like magnetic contactors, relays (i/c phase reversal) timers, MCCB's, MCBs, Auto Battery Charger and other controls etc. All components should be made of Terasaki / Fuji (Japan) / Siemens (Germany) / National Japan / ABB / Schneider or equivalent. The ATS / AMF panels should be four pole with full Auto/Manual control and suitable for single Wapda incoming supply. The ATS panel should also equipped with manual over ride (MOR) / by pass system. A comprehensive submittal containing & showing single line diagram, general arrangement of components & detail specifications & quantity of components etc. must provide along with tender by the bidder.	Each	1		
3	Installation, testing & commissioning of 12.5 KVA diesel generator set at full load with ATS panel along with construction of RCC foundation as per manufacturer's requirement, specifications & design etc. i/c cost of control cable, PVC conduit complete in all respects. The ATS panel will be installed (25-30) M (App.) away from generator. Lube & diesel oil, water coolant and any other material required for initial test run duration for 4 hours should be provided by the contractor. The job shall also include supply, making and testing standard earth systems (i.e Neutral & body) suitable for diesel generator set given in BOQ-I.	Each	1		
4	Providing and fixing weather & sound proof canopy for 12.5 KVA diesel generator set made with appropriate size M.S. angle iron frame & sheet and foundation pad duly painted of approved color. The canopy sound level should not exceed 85 db. and with necessary doors for inspection / repairs, cable glands	Job	1		

	etc. complete in all respect. should not exceed 85 db. and with necessary doors for inspection / repairs, cable glands etc. complete in all respect.				
5	Supply & laying of 2" dia Popular / Beta or equivalent brand PVC conduit with bends, sockets, clamps / saddles, rawal plugs i/c cost of excavation & re-filling with material after burring PVC conduit (if essential) complete in all respects	meter	45		
6	Supply & laying of 10mmsq. 4 Core PVC-PVC insulated copper cable (Newage, AGE, Fast or equivalent brand) in pre laid PVC conduit complete with cable lugs with each cable and relevant material in all respects.	meter	50		
7	Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set	Job	1		
				Total	

BOQ-1 Total in Words: Rupees……

PRICE SCHEDULE-2
SUPPLY & INSTALLATION OF 20 KVA (PRIME)
DIESEL GENERATOR SET WITH ATS PANEL, M.S CANOPY
& REQUISITE CABLING WORKS ETC. AT NBP **MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD**

BOQ – II

S.NO.	DESCRIPTION	QTY.	RATE/UNIT	AMOUNT
1.	Supply of standard & latest model brand new 20 KVA / 16 KW (Prime) diesel generator set at site of reputed manufacturers / assemblers in CBU form having valid standard certificates of authorized Organizations / Departments in manufacturing / assembling. The D.G set comprises diesel engine, A.C. brushless alternator, skid mounted fuel tank, water cooled radiator and control panel etc. The engine and alternator should be coupled by means of Direct Disc. coupling and are mounted on steel base frame. The skid mounted fuel tank, radiator and control panels etc. also assembled with the generator. D.G set should have following major technical specifications as well as contained in tender documents (Evaluation Criteria) : a. Output voltage 400/415V-230/240V b. Frequency 50 Hz c. Phase / Wire 3 Phase / 4 Wire d. Power Factor 0.8 Lagging e. Speed 1500 RPM f. Efficiency 95% at rated capacity g. Insulation Class "H" h. Governor Electronic /Mechanical i. Economical in fuel consumption j. Designed at ambient temperature $\geq$40 ^{0}C.	01 Job		

	k. The generator should be equipped with all standard safety switches, sensors and related faulty indications as well as all standard measurement meters on the control panel / module. A-level tool kit and 02 set of consumables like air, fuel & oil filters etc. The delivery should be at site i/c loading / unloading and at above mentioned branches including all taxes.			
2.	Providing, fixing, testing & commissioning Auto Transfer switch (ATS / AMF) Panel for 20 KVA Diesel Generator set (Prime) made with appropriate size angle iron frame & 16 SWG M.S Sheet, handle lock, cable glands etc. and fully equipped with electrical component like magnetic contactors, relays (i/c phase reversal) timers, MCCB's, MCBs, Auto Battery Charger and other controls etc. All components should be made of Terasaki / Fuji (Japan) / Siemens (Germany) / National (Japan) ABB, Schneider or equivalent. The ATS / AMF panels should be four pole with full Auto/Manual control and suitable for single Wapda incoming supply. The ATS panel should also equipped with manual over ride (MOR) / by pass system. A comprehensive submittal containing & showing single line diagram, general arrangement of components & detail specifications & quantity of components etc. must provide along with tender by the bidder.	01 Each		

3.	Installation, testing & commissioning of 20 KVA diesel generator set at full load with ATS panel alongwith construction of RCC foundation as per manufacturer's requirement, specifications & design etc. i/c cost of control cable, PVC conduit complete in all respects. The ATS panel Single line diagram (Approved by NBP engineer) will be installed (25-30) M (App.) away from generator. Lube & diesel oil, water coolant and any other material required for initial test run duration for 4 hours should be provided by the contractor. The job shall also include supply, making and testing two separate standard earth systems (i.e Neutral & body) suitable for diesel generator set given in BOQ-I.	01 Each		
4.	Providing and fixing weather & sound proof canopy for 20 KVA diesel generator set made with appropriate size M.S. angle iron frame & sheet and foundation pad duly painted of approved color. The canopy sound level should not exceed 70 db. and with necessary doors for inspection / repairs, cable glands etc. complete in all respect.	01 No.		
5.	Supply & laying of 2" dia Popular / Beta brand PVC conduit with bends, sockets, clamps / saddles, rawal plugs i/c cost of excavation & re-filling with material after burring PVC conduit (if essential) complete in all respects.	45 M		

6.	Supply & laying of 25 mmsq. 4 Core PVC-PVC insulated copper cable (Newage, , Fast or equivalent brand) in pre laid PVC conduit complete with cable lugs with each cable and relevant material in all respects.	50 M		
7.	Load management from already installed D.B as per generator capacity to ensure trouble free operation of D.G set.	01 Job.		
			TOTAL:	

GRAND TOTAL IN WORDS: RUPEES (BOQ-1+BOQ-2) =

EVALUATION CRIETARIA-1
FOR SUPPLY & INSTALLATION OF 12.5 KVA (PRIME) DIESEL GENERATOR (D.G) SET

Sr. No.	Description of D.G set components / parameters	NBP proposed technical data / range / features of D.G set's components	Compliant (Y / N) (Evaluated by NBP)		Observation / Remarks
A	**D.G SET ASSEMBLER / MANUFACTURER NAME**				
1.	Prime (Continuous) power design rating (KVA / KW)	12.5 / 10			
2.	Standby Output Rating (KVA / KW)	13.75 / 11			
3.	Rated Voltage (Volts)	400V/230V			
4.	D.G set design temperature in (^{0}C)	$\geq$ 40			
5.	Power Factor	0.8			
6.	Speed(RPM)	1500			
7.	Frequency (Hz)	50			
8.	Governor type	Mechanical			
A-a.	**Specific Fuel consumption**				
1.	At 50% of rated load (L/H)	$\leq$2.4			
2.	At 75% of rated load (L/H)	$\leq$2.8			
3.	At 100% of rated load (L/H)	$\leq$3.5			
b.	**DG Set De-Rating Factor**				
1.	For Altitude 1000 meters above MSL	No De-rating			
A-c	**D.G set design life at 80% load in Hours**				
A-d	**Fuel Tank capacity**				
1.	For Operation at 100% of rated load	12Hours			
B	**ENGINE**				
1.	De-ration for Altitude up to 1000 meters AMSL	No de-ration			
2.	No. of cylinders	3 or 4			
3.	Arrangement of Cylinders (In-line/v)	Vertical Inline			
4.	Engine design temperature in (^{0}C)	$\geq$ 40			
5.	Coupling Type	Direct (Disc Coupling)			
6.	Mounting Arrangement	Anti-Vibration Skid Mounted			
7.	Cooling System	Water Cooled			

8.	Ignition System	12V Self-Start			
9.	Governor type	Mechanical			
B-b	**BATTERIES**				
1.	Type	Lead Acid (Dry or Wet)			
2.	Rating (V & AH)	As per D.G set ignition system			

C	**GENERATOR / ALTERNATOR**				
1.	Prime (Continuous) power design rating (KVA / KW)	12.5 / 10			
2.	Standby Output Rating (KVA / KW)	13.75 / 11			
3.	Rated Voltage (Volts)	400V/230V			
4.	Alternator design temperature in (^{0}C)	$\geq$ 40			
5.	Power Factor	0.8			
6.	Speed(RPM)	1500			
7.	Frequency (Hz)	50			
C-a	**Insulation class**				
1.	Stator	H-Class			
2.	Rotor	H-Class			
3.	Exciter	H-Class			
C-b	**Efficiency at 0.80 pf in %**				
1.	At 50% of rated load	$\geq$ 90%			
2.	At 75% of rated load	$\geq$ 85%			
3.	At 100% of rated load	$\geq$ 75%			
D	**CONTROL PANEL**				
1.	Molded Case Circuit Breaker (MCCB)	(40A), 3-Pole (Siemens, Terasaki, Fuji, Legrand, ABB, Hager, National or equivalent)			
2.	Module	Deep Sea or equivalent			
a	**Display Parameters**				
1.	Output Volts (L-L/L-N)	Indication on LCD module or meters / gauges on Electric Control Panel			
2.	Output Current (L-L/L-N)	-Do-			
3.	Kilowatt	-Do-			
4.	Total Kilowatt Hour	-Do-			

5.	Frequency (Hz)	-Do-			
6.	Engine speed (rpm)	-Do-			
7.	Lube oil Pressure (Bars)	-Do-			
8.	Engine temperature in (^{0}C)	-Do-			
9.	Engine running hours	-Do-			
10.	Battery Charging current (Amps).	-Do-			
b	**Alarm / Indication Lamps For Safety**				
1.	Engine Over / Under speed	Indication on Electric Control Panel LCD/ Meters/ Gauges			
2.	Low lube oil pressure	-Do-			
3.	High Engine water temperature	-Do-			
4.	Over voltage	-Do-			
5.	Under voltage	-Do-			
6.	Short-circuit tripping of main circuit breaker	-Do-			
7.	Low oil level etc.	-Do-			
c	**Safety tripping For Instantaneous Shut Down due To**				
1.	Engine over / under speed	Equipped for instant shut down of D.G set			
2.	Low lube oil pressure	-Do-			
3.	High temperature	-Do-			
4.	Abnormal output voltage	-Do-			
5.	Low fuel oil in tank	-Do-			
6.	Winding high temperature	-Do-			
E	**AUTO TRANSFER SWITCH (ATS) PANEL (in Accordance to Generator Rating)**	- Local / Imported - 16SWG M.S sheet - 4-Pole with manual override system equipped with (Siemens, Terasaki, Fuji, Legrand, ABB, Hager, National, Telemecanique, Finder or equivalent) MCCBs, Magnetic contactors, control			

		fuses, indication lights, relays etc.			
F	**M.S. WEATHER & SOUND ATTENUATED CANOPY**				
1.	Canopy	14-16 SWG M.S sheet duly painted with initially anti-rust paint & finally powder coated with approved color.			
	NOISE LEVEL OF D.G. SET WITH CANOPY at 7meter distance(dB)				
a.	At 50% of rated load	≤ 65 db			
b.	At 75% of rated load	≤ 68 db			
c.	At 100% of rated load	≤ 72 db			

IMPORTANT NOTES:

1. **Attach attested copies of valid ISO Certificates i.e. Standard quality management (9001), Health & Safety (18001) etc. for:-**
   a. **ISO Certification in the name of original imported equipment manufacturer for imported D.G sets in CBU form.**
   b. **ISO Certification in the name of local equipment manufacturer for value addition in imported D.G sets in CKD form.**
2. **Above all information should be provided along with document evidence otherwise tender will not be accept and will be declared as rejected.**
3. **Misquote & Non-compliance of required data / values / information etc. of D.G set's equipment & components will lead to reject tender even lowest.**
4. **All requirements mentioned in Evaluation Criteria with "Priority" (High/Low) is evaluated as follows.**
   i. **All requirements with "high" Priority must be answered as "Y" or "N" if bidder response "N" against any of such "High" Priority Requirement its bid will be Considered as technically disqualified/non-compliant and will be rejected.**
   ii. **For with "Low" Priority can be answered as Y, Yes, N, No. If bidder responds "N" or NO, against any of the "Low" Priority requirement, its bid will not be considered as rejected.**
5. **NBP may ask any other additional documentary evidence or explanation against any item for clarification that must be provided by the Bidder during the period of evaluation. Bidder 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.**

EVALUATION CRIETARIA-2
FOR SUPPLY &INSTALLATION OF 20 KVA (PRIME) DIESEL GENERATOR (D.G) SET

Sr. No.	Description of D.G set components / parameters	NBP proposed technical data / range / features of D.G set's components	Compliant (Y / N) (Evaluated by NBP)	Priority	Attached reference (Mention Flag No./Page No.)
A	**D.G SET ASSEMBLER / MANUFACTURER NAME**				
1.	Prime (Continuous) power design rating (KVA / KW)	20 / 16		High	
2.	Standby Output Rating (KVA / KW)	22 / 17.5		High	
3.	Rated Voltage (Volts)	400V/230V		High	
4.	D.G set design temperature in (^{0}C)	≥ 40		High	
5.	Power Factor	0.8		High	
6.	Speed(RPM)	1500		High	
7.	Frequency (Hz)	50		High	
8.	Governor type	Mechanical		High	
A-a.	**Specific Fuel consumption**				
1.	At 50% of rated load (L/H)	≤4		High	
2.	At 75% of rated load (L/H)	≤5		High	
3.	At 100% of rated load (L/H)	≤8		High	
A-b.	**DG Set De-Rating Factor**				
1.	For Altitude 1000 meters above MSL	No De-rating		Low	
A-c	**D.G set design life at 80% load in Hours**	5000 hr		Low	
A-d	**Fuel Tank capacity**				
1.	For Operation at 100% of rated load	12000 Hours		High	
B	**ENGINE**			Low	
1.	De-ration for Altitude up to 1000 meters AMSL	No de-ration		Low	
2.	No. of cylinders	3 or 4			
3.	Arrangement of Cylinders (In-line/v)	Vertical Inline		Low	
4.	Engine design temperature in (^{0}C)	≥ 40^{o}C		High	
5.	Coupling Type	Direct (Disc Coupling)		Low	
6.	Mounting Arrangement	Anti-Vibration Skid Mounted		High	
7.	Cooling System	Water Cooled		High	

8.	Ignition System	12V Self-Start		High	
9.	Governor type	Mechanical		High	
10.	ISO Certification	8528 3046		High	
B-b	**BATTERIES**				
1.	Type	Lead Acid (Dry or Wet)		Low	
2.	Rating (V & AH)	As per D.G set ignition system		Low	
C	**ALTERNATOR**				
1.	Prime (Continuous) power design rating (KVA / KW)	20 / 16		High	
2.	Standby Output Rating (KVA / KW)	22/ 18		High	
3.	Rated Voltage (Volts)	400V/230V		High	
4.	Alternator design temperature in (^{0}C)	$\geq$ 40		High	
5.	Power Factor	0.8		High	
6.	Speed (RPM)	1500		High	
7.	Frequency (Hz)	50		High	
C-a	**Insulation class**				
1.	Stator	H-Class		Low	
2.	Rotor	H-Class		Low	
3.	Exciter	H-Class		Low	
4.	Standard Certificate	IEC 60034-1 BS 5000		High	
C-b	**Efficiency at 0.80 pf in %**				
1.	At 50% of rated load	$\geq$90%		High	
2.	At 75% of rated load	$\geq$ 85%		High	
3.	At 100% of rated load	$\geq$ 75%		High	
D	**CONTROL PANEL**				
1.	Molded Case Circuit Breaker (MCCB)	(40A), 3-Pole (Siemens, Terasaki, Fuji, Legrand, ABB, Hager, National or equivalent)		High	
2.	Module	Deep Sea or equivalent		High	
D-a	**Display Parameters**				
1.	Output Volts (L-L/L-N)	Indication on LCD module or meters / gauges on Electric Control Panel		High	
2.	Output Current (L-L/L-N)	-Do-		High	
3.	Kilowatt	-Do-		High	

4.	Total Kilowatt Hour	-Do-		High	
5.	Frequency (Hz)	-Do-		High	
6.	Engine speed (rpm)	-Do-		High	
7.	Lube oil Pressure (Bars)	-Do-		High	
8.	Engine temperature in (^{0}C)	-Do-		High	
9.	Engine running hours	-Do-		High	
10.	Battery Charging current (Amps).	-Do-		High	
D-b	**Alarm / Indication Lamps For Safety**				
1.	Engine Over / Under speed	Indication on Electric Control Panel LCD/ Meters/ Gauges		High	
2.	Low lube oil pressure	-Do-		High	
3.	High Engine water temperature	-Do-		High	
4.	Over voltage	-Do-		High	
5.	Under voltage	-Do-		High	
6.	Short-circuit tripping of main circuit breaker	-Do-		High	
7.	Low oil level etc.	-Do-		High	
D-c	**Safety tripping For Instantaneous Shut Down due To**				
1.	Engine over / under speed	Equipped for instant shut down of D.G set		High	
2.	Low lube oil pressure	-Do-		High	
3.	High engine water temperature	-Do-		High	
4.	Over /Under voltage	-Do-		High	
5.	Low fuel oil in tank	-Do-		High	
6.	Winding high temperature	-Do-		High	
E	**AUTO TRANSFER SWITCH (ATS) PANEL (in Accordance to Generator Rating)**	- Local / Imported - 16SWG M.S sheet - 4-Pole with manual override system equipped with (Siemens, Terasaki, Fuji, Legrand, ABB, Hager, National, Telemecanique, Finder or equivalent) MCCBs, Magnetic contactors, control fuses, indication lights, relays etc.		Low	
F	**M.S. WEATHER & SOUND ATTENUATED CANOPY**				
1.	Canopy	14-16 SWG M.S sheet duly painted with initially anti-rust paint & finally powder coated with approved color.		Low	

2	**NOISE LEVEL OF D.G. SET WITH CANOPY at 7meter distance(dB)**				
A	At 50% of rated load	≤ 65 db		Low	
B	At 75% of rated load	≤ 68 db		Low	
c	At 100% of rated load	<70db		Low	

IMPORTANT NOTES:

1. **Attach attested copies of valid ISO Certificates i.e. Standard quality management (9001), Health & Safety (18001) etc. for:-**
   a. **ISO Certification in the name of original imported equipment manufacturer for imported D.G sets in CBU form.**
   b. **ISO Certification in the name of local equipment manufacturer for value addition in imported D.G sets in CKD form.**
2. **Above all information should be provided along with document evidence otherwise tender will not be accept and will be declared as rejected.**
3. **Misquote & Non-compliance of required data / values / information etc. of D.G set's equipment & components will lead to reject tender even lowest. -**
4. **All requirements mentioned in Evaluation Criteria with "Priority" (High/Low) is evaluated as follows.**
   i. **All requirements with "high" Priority must be answered as "Y" or "N" if bidder response "N" against any of such "High" Priority Requirement its bid will be Considered as technically disqualified/Non-compliance and will be rejected.**
   ii. **For with "Low" Priority can be answered as Y, Yes, N, No, If bidder responds "N" or NO, against any of the "Low" Priority requirement, its bid will not be considered as rejected.**
5. **NBP may ask any other additional documentary evidence or explanation against any item for clarification that must be provided by the Bidder during the period of evaluation. Bidder 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.**

IMPORTANT NOTES:

6. **Attach attested copies of valid ISO Certificates i.e., Standard quality management (9001), Health & Safety (18001) etc. for: -**
   c. **ISO Certification in the name of original imported equipment manufacturer for imported D.G sets in CBU form.**
   d. **ISO Certification in the name of local equipment manufacturer for value addition in imported D.G sets in CKD form.**
7. **Above all information should be provided along with document evidence otherwise tender will not be accept and will be declared as rejected.**

SECTION–VI
STANDARD FORMS OF BID

Form 1:	**Form of Bid**
Form 2:	**Price Schedule for Goods and Related Services Offered from Abroad (Not Applicable)**
Form 3:	**Price Schedule: Goods Manufactured outside Pakistan, already imported**
Form 4:	**Price Schedule for Domestic Goods Manufactured Within Pakistan**
Form 5:	**List of Related Services and Completion Schedule**
Form 6:	**Consolidated Price Schedule**
Form 7:	**Form of Qualification Information**
Form 8:	**Letter of Acceptance**
Form 9:	**Bid Security Form**
Form 10:	**Bid Securing Declaration**
Form 11:	**Manufacturer's Authorization Form**

FORM OF BID

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

(The Bidder must prepare this Form of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)

(Note: All italicized text hereunder is to help Bidders in preparing this form and Bidders shall delete it from the final document.)

Date: _____

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos; _____ the receipt of which is
[insert numbers]
hereby duly acknowledged, we, the undersigned, offer to deliver
_____
_____
[Mention description of goods and services]
in conformity with the said Bidding Documents for the sum of
_____
[Mention total Bid Amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming _____
[insert the name of the Appointing Authority]

to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1.**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract –

has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify / confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding Documents.

Dated this_____day of_____20_____.

(Name)_____

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form 2

Price Schedule for Goods and Related Services Offered from Abroad

Not Applicable W.R.T TIME

Form 3

Price Schedule: Goods Manufactured outside Pakistan, already imported

Form 3: Price Schedule: Goods Manufactured outside Pakistan, already imported

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N←	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15	Custom Duties and Import Taxes paid per unit in accordance with ITB 15 , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15 (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 15 (Col. 5○8)	Price per line item for inland transportation and other services required in the PE's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 15	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the PA's country]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*

Name ..... in the capacity of .....

Signature of Bidder: _____

Duly authorized to sign the Bid for and on behalf of .....

Dated on ..... day of ..... 20 .....

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Form 4

Price Schedule for Domestic Goods Manufactured Within Pakistan

Form 4: Price Schedule for Domestic Goods Manufactured within Pakistan

Name of Bidder ..... PPN Number ..... Page ..... of .....

1	2	3	4	5	6	7	8	9	10
Item	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price[1] EXW per item	Total price EXW per line item (cols. 4 x 5)	Unit price per line item final destination and unit price of other incidental services[3]	Cost of local labor, raw material, and components from Pakistan % of Col. 5[2]	Sales and other taxes payable if Contract is awarded (in accordance with ITB 15	Total Price per line item (Col. 6 + 7)
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*	*[insert number of the item]*
								Total	

Name ..... in the capacity of .....
Signature of Bidder: _____

Duly authorized to sign the Bid for and on behalf of .....

Dated on ..... day of ..... 20 .....
Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Form 5

List of Related Services and Completion Schedule

◢ Form 5: List of Related Services and Completion Schedule

[This table shall be filled in by the PA. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	*[insert description of Related Services]*	*[insert quantity of items to be supplied]*	*[insert physical unit for the items]*	*[insert name of the Place]*	*[insert required Completion Date(s)]*

All price schedule should be submitted as per BOQ given in SBD.

FORM OF QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: _____ *[insert]*

Principal place of business: _____ *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in three (03) years, in the internationally traded currency specified in the Bid Data Sheet: PKR

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last *(insert period)* years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion data

Project Name and Country	Name of Procuring Agency and Contact Person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			

1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

Item of Equipment	Design, Make and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.4(d).

Position	Name	Years of Experience (General)	Years of Experience in proposed position
(a)			
(b)			

1.6 Proposed sub-contracts and firms involved. Refer to GCC 24.

Sections of the Services	Value of Sub-contract	Sub-contractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last *(insert period)* years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the National Bank of Pakistan.

1.10 Information regarding any litigation, current or within the last *(insert period)* years, in which the Bidder is or has been involved.

Other Party (ies)	Causes of disputes	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Information regarding Occupation Health and Safety Policy and Safety

Records of the Bidder.

1.12 Statement of compliance with the requirements of ITB 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.11 - 1.12 above shall be provided for each members of the joint venture.

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that

a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable**.**

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or [delete statement which does not apply]

(b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature:

_____

Name and Title of Signatory:

_____

Name of Bidder:

_____

Address:

_____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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, 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) 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) 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 …….

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) 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)

_____ **FOR NATIONAL BANK OF PAKISTAN**

_____ **FOR THE BIDDER**
(Duly signed & stamped by the Authorized Representative)

MANUFACTURER'S AUTHORIZATION FORM

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS.**]*

Date: *[insert date (as day, month and year) of Bid submission]*
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]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____day of_____,_____*[insert date of signing]*

_____ _____

FOR NATIONAL BANK OF PAKISTAN **FOR THE BIDDER**
(Duly signed & stamped by the Authorized Representative)

SECTION–VII

CONDITIONS OF CONTRACT AND CONTRACT FORMS

GENERAL CONDITIONS OF THE CONTRACT (GCC)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FOR NATIONAL BANK OF PAKISTAN

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a) "Authority" means Public Procurement Regulatory Authority. **b)** The "**Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract **GCC Clause 31** hereunder. **c)** The **"Contract**" means the agreement entered into between the National Bank of Pakistan and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. **d)** The "**Commencement Date"** is the date when the Supplier shall commence execution of the contract as specified in the **SCC.** **e)** "**Completion**" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. **f) "Country of Origin"** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the **SCC**. **g)** The **"Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the 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 NBP the Procuring Agency upon fulfillment of the condition's precedent stipulated in **GCC Clause 3.** **k) "Procuring Agency"** means the person named as NBP in the **SCC** and the legal successors in title to this person, procuring the Goods and related service, as named in **SCC.** **l) "Related Services"** means those services ancillary to the delivery of the Goods, such as transportation and insurance,

			and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. **m) "GCC**" mean the General Conditions of Contract contained in this section. **n)** "**Intended Delivery Date"** is the date on which it is intended that the Supplier shall effect 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 combination of the above whose Bid to perform the contract has been accepted by the NBP the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the **SCC**. **q) "Project Name**" means the name of the project stated in **SCC**. **r) "Day"** means calendar day. **s) "Eligible Country"** means the countries and territories eligible for 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,



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			but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. **w) "Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by NBP the Procuring Agency. **x)** The Supplier's Bid is the completed Bid document submitted by the Supplier to NBP the Procuring Agency.
2.	**Application and interpretation**	**2.1**	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		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) Form 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 in the **SCC**; b) Furnishing of Advance Payment Unconditional Guarantee.

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		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If N B P the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	**Governing Language**	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and NBP 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 by the Government of Pakistan**	8.1	The Supplier shall not, without NBP 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 NBP the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. 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 NBP 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 NBP the Procuring Agency and shall be returned (all copies) to N B P the Procuring Agency on completion

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			of the Supplier's performance under the Contract if so required by NBP 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 Rights**	9.1	The Supplier shall indemnify NBP the Procuring Agency against all third-party claims 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 NBP the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to NBP 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 Security (or Guarantee)**	10.1	The Performance Security (or Guarantee) shall be provided to NBP the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to NBP 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 NBP 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 or another form acceptable to NBP the Procuring Agency; or b) A cashier's or certified check.
		10.4	The performance security (or guarantee) will be discharged by NBP the Procuring Agency and returned to the Supplier not later than thirty (30) 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	NBP 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 NBP the Procuring Agency. **SCC** and the Technical Specifications shall specify what inspections and tests NBP 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 charge to NBP the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, NBP 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	NBP the Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in NBP 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 NBP the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in **GCC Clause 10** shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	**Packing**	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall

			be expressly provided for in the Contract, including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by NBP the Procuring Agency.
13.	**Delivery and Documents**	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in **SCC**.
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS 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 NBP 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.

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16.	**Related Services**	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**: a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods; b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) Furnishing of a detailed operations and maintenance manual for each 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 NBP the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied Goods.
17.	**Spare Parts**		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 NBP 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 b) In the event of termination of production of the spare parts: i) advance notification to NBP the Procuring Agency of the pending termination, in sufficient time to permit NBP the Procuring Agency to procure needed requirements; and ii) following such termination, furnishing at no cost to NBP the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	**Warranty/ Defect Liability Period**	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or

			from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the **SCC** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in **SCC**.
		18.3	NBP the Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to NBP the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, NBP 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 NBP 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 NBP the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to **GCC Clause 13**, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by NBP the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If NBP 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	All payments shall be made in the currency or currencies specified in the **SCC** pursuant to **GCC Clause 19.4**
20.	**Prices**	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in **SCC** or in NBP the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	**Change Order**	21.1	NBP the Procuring Agency may at any time, by a written order given to the 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 under the Contract are to be specifically manufactured for NBP 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) days from the date of the Supplier's receipt of NBP 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.

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22.	**Contract Amendments**	22.1	Subject to **GCC Clause 20**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	**Assignment**	23.1	Neither NBP the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	**Sub-contracts**	24.1	The Supplier shall consult NBP the Procuring Agency in the event of subcontracting 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**.
25.	**Delays in the Supplier's Performance**	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by NBP the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify NBP 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, NBP 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.
		25.3	Except as provided under **GCC Clause 28**, a delay by the Supplier in the 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.
26.	**Liquidated Damages**	26.1	Subject to **GCC Clause 28**, 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, NBP 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, NBP the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 26.**
27.	**Termination for Default**	27.1	NBP 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 NBP the Procuring Agency pursuant to **GCC Clause 24**; 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) NBP 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 NBP the Procuring Agency to the Supplier after 84 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 NBP the Procuring Agency; and h) if NBP 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 NBP the Procuring Agency terminates the Contract in whole or in part, pursuant to **GCC Clause 26.1,** NBP 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

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			be liable to NBP the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28.	**Termination for Force Majeure**	28.1	Notwithstanding the provisions of **GCC Clauses 25, 26**, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, ''Force Majeure'' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
		28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by NBP 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	NBP 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 NBP the Procuring Agency.
30.	**Termination for Convenience**	30.1	NBP 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 NBP 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) days after the Supplier's receipt of notice of termination shall be accepted by NBP the Procuring Agency at the Contract terms and price. For the remaining Goods, NBP 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) 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 the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 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.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.
33.	**Replacement of Arbitrator**	33.1	Should the Arbitrator resign or die, or should NBP the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in

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

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SECTION–VIII
SPECIAL CONDITIONS OF CONTRACT (SCC)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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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 Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Definitions (GCC 1)	
1.	1.1(d)	The Commencement Date is: **As stated in the Certificate of Contract Commencement**
2.	1.1(f)	Country of Origin means: **Origin of the Country where Goods were manufactured and can be imported as per Laws of Pakistan.**
3.	1.1(k)	The Procuring Agency is: **National Bank of Pakistan (NBP)**
4.	1.1(n)	Intended Delivery & Installation Date is: **45 Days from the Effective work commencement date as per Work Order.**
5.	1.1(p)	The Supplier is: _____
6.	1.1(q)	The title of the subject procurement or The Project is: **PROCUREMENT, SUPPLY & INSTALLATION OF DG SET 12.5KVA AT NBP POF HAVELIAN BRANCH (0972) & 20KVA DG SET AT NBP MANDIAN BRANCH (1348) UNDER RO, ABBOTTABAD**
7.	1.1(t)	End User: **National Bank of Pakistan**
	Governing Language (GCC 4)	
4.	4.1	The Governing Language shall be: **English**
	Applicable Law (GCC 5)	
5.	5.1	The Applicable Law shall be: Laws of the **Pakistan**
	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is ……..
	Performance Security (or guarantee) (GCC 10) **SERVICES & WORKS INCONTRACTS WORTH RS. 10.00 MILLION OR MORE**	
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: 10**% of the Contract Price if worth is 10.00 M or More**
8.	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.**
	Inspections and Tests (GCC 11)	
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance

		are as 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.
	Packing (GCC Clause 12)	
10.	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.
	Delivery and Documents (GCC Clause 13)	
11.	13.1	**For Goods supplied from abroad:** Upon shipment, the Supplier shall notify NBP 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 NBP 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.
12.	13.3	**For Goods from within Pakistan:** Upon delivery of the Goods to the transporter, the Supplier shall notify NBP the Procuring Agency and mail the following documents to NBP the Procuring Agency: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt (if any); (iii.) Manufacturer's or Supplier's Warranty Certificate; (iv.) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; 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. The above documents shall be received by NBP the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	Insurance (GCC Clause 14)	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "PROJECT SITE" on "All Risks" basis, including War Risks and Strikes. (For Goods imported from abroad)
	Related Services (GCC Clause 16)	
14.	16.1	Related services to be provided are: **Inland transportation from Supplier's Warehouse, unloading, installation, testing and commissioning at NBP the Procuring Agency's place.**
	Spare Parts (GCC Clause 17)	
15.	17.1	Additional spare parts requirements are: **Not Applicable**
	Warranty (GCC Clause 18)	
16.	18.2	GCC Clause 18.2—In partial modification of the provisions, the complete 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 NBP the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.1** percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: **Five (5) Working Days**
	Payment (GCC Clause 19)	
18.	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) 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**. **On Acceptance: 100** percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance/completion/performance certificate issued by NBP the Procuring Agency. Payment of local currency portion shall be made in*:* **Pak Rupees** within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.
		Payment for Goods and Services supplied from within Pakistan: Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: **Advance Payment: Zero (0)** percent of the Contract Price shall be paid within thirty (30) 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) p**ercent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in **GCC Clause 11**. **On Acceptance:** Verified contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate (completion/satisfactory performance certificate) for the respective delivery & installation of said job, issued by NBP the Procuring Agency.
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be: **0%**
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. **Not Applicable**
	Liquidated Damages (GCC Clause 26)	
21.	26.1	Applicable rate: 0.1**% per day** of undelivered materials/good's value & on non-executed scope.
		Maximum deduction: is equal to the performance security.
	Procedure for Dispute Resolution (GCC Clause 32)	
23.	32.3	**Dispute Resolution** **(a) <u>For Contracts to be entered with foreign Contractor/ Service 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 Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. **(b) <u>For Contracts to be entered with nationals of Pakistan:</u>** 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) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

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		3. At the event of failure of mediation to resolve the dispute relating to this 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 the both parties. The Arbitration shall take place in [*Insert name of the city*] and proceedings will be conducted in – [*Specify language*] language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that NBP the Procuring Agency shall pay the Supplier any monies due to the Supplier.
	Notices (GCC Clause 35)	
26.	35.1	— Procuring Agency's address for notice purposes: **WING HEAD** **Engineering Division,** **Logistics Communications & Marketing Group,** **NATIONAL BANK OF PAKISTAN** **G-5/1 BUILDING, ISLAMABAD** **PH: +92-51-9203117** —Supplier's address for notice purposes: _____

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SECTION–IX
CONTRACT FORMS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FOR NATIONAL BANK OF PAKISTAN

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(Duly signed & stamped by the Authorized Representative)

FORM OF CONTRACT

(To be submitted on Non-judicial Stamp Paper of worth in accordance to existing Stamp Paper Act)

THIS AGREEMENT made the_____day of_____20_____between *[name and address of National Bank of Pakistan]* of Pakistan (hereinafter called "the National Bank of Pakistan") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the National Bank of Pakistan invited Bids for certain goods and related services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

THIS AGREEMENT (hereinafter called the "Contract") made on the _____ day of _____ 20 _____ between _____; having its registered Office at _____ (hereinafter called the "NBP") of the one part and M/s._____ having its registered Office at _____ (hereinafter called the "Contractor") of the other part.

WHEREAS; NBP invited bids for the _____
_____
_____
(Insert title of the Works / Services)
On the terms and conditions as set forth in this Contract and has accepted a Bid by the Contractor in same context; in the sum of Rs. _____; (In Words: _____
_____ (hereinafter called "Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract. In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below;

   a. This form of Contract;
   b. The Form of Bid and the Priced Schedule submitted by the Bidder;
   c. The Schedule of Requirements;
   d. The Technical Specifications;
   e. The Special Conditions of Contract;
   f. The General Conditions of the Contract;

_____ _____

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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.

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_____(for the National Bank of Pakistan)

Witness to the signatures of the National Bank of Pakistan:
……

Signed, sealed, delivered by_____the_____(for the National Bank of Pakistan)

Witness to the signatures of the Supplier: ……

Signature of the Contractor

_____

(Seal)

Signature of NBP

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

_____
FOR NATIONAL BANK OF PAKISTAN

_____
FOR THE BIDDER
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PERFORMANCE SECURITY (OR GUARANTEE) FORM (SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

(To be submitted in a form of Bank Guarantee from any Scheduled Bank of Pakistan or Insurance Company on Non-judicial Stamp Paper of worth in accordance to existing Stamp Paper Act)

Guarantee No._____
Executed on _____
Expiry date _____

To: *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]

_____ _____

FOR NATIONAL BANK OF PAKISTAN **FOR THE BIDDER**

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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 inducedthe 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 CONTRACTOR)* 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 Pakistan either 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 CONTRACTOR)* certifies that it has made and will make full disclosure of all agreements andarrangements 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 CONTRACTOR)* 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 CONTRACTOR)* 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 CONTRACTOR)* 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]
_____	_____
FOR NATIONAL BANK OF PAKISTAN	**FOR THE BIDDER**
	(Duly signed & stamped by the Authorized Representative)

SECTION–X
EVALUATION CRITERIA

EVALUATION CRITERIA

1.1 The bidders proving their eligibility as per Eligibility Criteria mentioned in the Invitation to Bid will be considered as an **"Eligible Bidder**" to participate in the bidding process; otherwise, their bids will be rejected; without further evaluation.

1.2 The eligibility documents and Form of Bid as stated hereunder in **Table "A**" should be attached at specified Annexures; as duly left blank at the end of this bidding document.

1.3 The bids of Eligible Bidders will further be evaluated for the **"Responsiveness of the bids"** in pursuant to Clause ITB. 32.

1.4 Information supplied by the Bidders must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group Ownership".

1.5 NBP will review the information supplied by the bidders and will make public the results of evaluation as per PPR-2004.

1.6 Bidders applying to qualify are advised that any variation of constitution or membership from that put forward in response to this bid, without prior approval of NBP may result in their disqualification.

1.7 The response to this bid must be sufficiently detailed to convince NBP that the bidder applying for eligibility & qualification has the experience as well as the technical / administrative /managerial capabilities and financial capabilities necessary for the execution of the services and they must prove that they have carried out similar services in their own country.

1.8 NBP reserves the right to verify or seek clarifications of the documents or information respectively furnished by the Bidders; if may require. In this regard, NBP reserves the right to have site visit to verify the previous installation /work experience etc.

1.9 NBP may reject any bid for any misrepresentation knowingly made by any bidder in, or pursuant to, their submittals or for any statement furnished in connection therewith, and intended to be relied upon by the NBP, which is incorrect in any respect.

1.10 The bids being found as the **"Substantially Responsive Bids"** will only be evaluated further for **"Most Advantageous Bid"** in pursuant to Clause ITB.35.

1.11 The decision of NBP in this connection shall be final and binding on all the Bidders.

_____	_____
FOR NATIONAL BANK OF PAKISTAN	**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)



_____

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Signatory of the Bid)

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