# PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

# CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods Worth Fifty Million or More

NAME OF THE ORGANIZATION/DEPTT:

NATIONAL BANK OF PAKISTAN

FEDERAL / PROVINCIAL GOVT.

**FEDERAL** 

TITLE OF CONTRACT: .

SUPPLY OF IT EQUIPMENT (THINCLIENT)

TENDER NUMBER:

BRIEF DESCRIPTION OF CONTRACT:

Supply of Thin Client Machines with PAN Pakistan delivery

TENDER VALUE:

Rs.490.612.500/- (Inclusive of all Taxes)

ENGINEER'S ESTIMATE: (for civil Works only)

N/A

ESTIMATED COMPLETION PERIOD:

01 Year (Approx.)

(i) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes

ADVERTISEMENT:

N/A

PPRA Website

(Federal Agencies)

(If yes give date and PPRA's tender number)

N/A

**News Papers** 

(If yes give names of newspapers and dates)

N/A

TENDER OPENED ON (DATE & TIME): N/A (Direct Contracting as per PPRA rule 42(f))

NATURE OF PURCHASE

**LOCAL** 

2 abp 41023.

EXTENSION IN DUE DATE (If any) : N/A

> Branch Operations Group National Bank of Pakistan Head Office, Karachi

# PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) CONTRACT AWARD PROFORMA – II

To Be Filled and Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services, and goods Worth Fifty Million Rupees or More

NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS:

N/A

NAME AND ADDRESS OF THE SUCCESSFUL BIDDER:

N/A

RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT:

N/A

(i.e. 1st, 2nd, 3rd EVALUATED BID).

NEED ANALYSIS (Why the procurement was necessary?) Frontline staff of branch operations are in dire need of Thin Client PCs, to enhance operational efficiency, to cater customer flow, and deliver quality service with less downtime in the growing network of branches.

IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: N/A

DATE OF CONTRACT SIGNING: (Attach a copy of agreement) Attached 27th June 2023

CONTRACT AWARD PRICE

Rs.490,612,500/- (Inclusive of all Taxes)

WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach copy of the bid evaluation report)

N/A

N/A

ANY COMPLAINTS RECEIVED

(If yes result thereof)

ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS (If yes give details)

N/A

DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)

Communications of Pakis Onal Bank of Pakis Onal Bank of Rakis

N/A

SPECIAL CONDITIONS, IF Any (Give Brief Description)

N/A

MAHMOOD AKHTAR NADE EVF / Group Head Branch Operations Group National Bank of Pakistan Head Office, Karachi

¥	NUMBER OF TENDER DOCUMENTS SOLE (Attach list of Buyers)	<u>N/A</u>	
>	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DO (If yes enclose a copy).	CUMENTS <u>N/A</u>	
<b>A</b>	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DO (If yes enclose a copy).	CUMENTS <u>N/A</u>	
>	WHICH METHOD OF PROCUREMENT WA	S USED: - (Tick one)	
	a) SINGLE STAGE - ONE ENVELOPE F	PROCEDURE	
	b) SINGLE STAGE - TWO ENVELOPE F c) TWO STAGE BIDDING PROCEDURE		
	d) TWO STAGE BIDDING PROCEDURE  TWO STAGE – TWO ENVELOPE BID		
	PLEASE SPECIFY IF ANY OTHER METHO		
	REASONS (i.e EMERGENCY, DIRECT		
	Direct Contracting as per PPRA rule 42(f)		
	Telecommunication Corporation (NRTC), un	der Ministry of Defence Production,	<u>G01.</u>
	-		
	- WHO IS THE APPROVING AUTHORIT	Y: NBP Executive Committee and	Expense Approval Committee
×	WHETHER APPROVAL OF COMPETENT	AUTHORITY WAS OBTAINED FO	R USING A METHOD OTHER
TH	IAN OPEN COMPETITIVE BIDDING:	Yes	
۶	NUMBER OF BIDS RECEIVED:	N/A	
A	WHETHER THE SUCCESSFUL BIDDER V	VAS LOWEST BIDDER: <u>N/A</u>	ē .
>	WHETHER INTEGRITY PACT WAS SIGN	ED: <u>Yes</u>	
		MAHMOOD AKHTAR NADEEM  EVP / Group Head  Branch Operations Group  National Bank of Pakistan  Head Office, Karachi	





#### CONTRACT

#### BETWEEN

#### NATIONAL BANK OF PAKISTAN - KARACHI

#### AND

NATIONAL RADIO & TELECOMMUNICATION CORPORATION (NRTC) HARIPUR - PAKISTAN

FOR

"SUPPLY OF IT EQUIPMENT"

Thin Client

Contract No. <u>HBP LSG | PID 12023</u>

Dated: <u>27</u> June, 2023

Contract: /2023 ct June 2023 Page Lof 11

Contract No. NBP/LSG/PD /2023 Dated: 27/06/ 2023

This Contract is made on the \_\_\_\_\_ day of June 2023 between the NATIONAL BANK OF PAKISTAN, KARACHI (hereinafter called the "PURCHASER") for procurement of "SUPPLY OF IT EQUIPMENT" from National Radio and Telecommunication Corporation (NRTC), Ministry of Defence Production, Pakistan having its registered office at Haripur, Pakistan, hereinafter called the "SUPPLIER". Whereby it is agreed that the "PURCHASER" shall purchase and the "SUPPLIER" shall supply IT equipment as mentioned in Annex "A" at the prices mentioned therein subject to the special conditions covered in the Contract and the Laws of Pakistan.

#### WARNING

Any information about the sale/purchase of the stores under this Contract shall not be communicated to any person, other than the SUPPLIER of the stores/system, or to any press, media, or agency not authorized by the President of National Bank of Pakistan to receive it. The breach of the undertaking shall be punishable under the Official Secrets Act, of 1923.





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	/2023 dt	June 2023	rage 2 of
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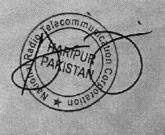
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# LIST OF ANNEXURES

ANNEX		ITEM	
Α	Bill of Quantities (BoQ)		





Contract:

/2023 dt \_\_\_\_\_ June 2023

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1. NAME OF THE PROJECT:

Supply of IT Equipment (Thin Client, LCD Monitor,

Mouse, Keyboard.)

SCOPE OF THE PROJECT:

Supply of IT Equipment - Thin Client (for a warranty period of two years), LCD Monitor, Mouse and

Keyboard, for a warranty period of one year, which

will start from the date of delivery.

3. CONSIGNEE: National Bank of Pakistan NBP

4. PLACE OF DELIVERY: Thin Client delivery shall be made at 37 x designated

regional offices.

5. VALUE OF CONTRACT: Rs. 490,612,500 (Inclusive of all taxes)

TERMS OF PAYMENT

a) 40% advance payment (excluding GST) amounting to Rs. 186,900,000 shall be released to SUPPLIER within 14 days after signing of contract.

b) 25% of total contracted amount on partial delivery.

c) 25% of total contracted amount on balance store.

d) 10% on acceptance of store not later than 2x weeks after delivery.

Sr. No.			Amount (Rs)
1	Thin Client (8 / 128 GB) with LCD Monitor 23.8" Mouse and Keyboard	3500	467,250,000.00
	Sub – Tota		467,250,000.00
	GS	T @ 5%	23,362,500.00
	Grand Total incl all tax	(es (Rs)	490,612,500.00

(Rupees Four Hundred Ninety Million Six Hundred Twelve Thousand and Five Hundred Only)



Contract:

/2023 dl

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COUNTRY OF ORIGIN:

Pakistan.

DOCUMENTS

Documents shall include the following:

- 9.1 Original Delivery advice
- 9.2 Invoice, Sales Tax Invoice
- 9.3 Inspection/Acceptance Certificate
- 9.4 Technical documentation of all equipment and its associated accessories.

## 9. WARRANTY/GUARANTEE

The Manufacturer / Supplier shall provide a warranty of the equipment - Thin Clients for Twenty-Four (24) Months and for the equipment - LCD, Mouse, and Keyboard for a period of Twelve (12) Months from the date of delivery.

- 10.1 The SUPPLIER will undertake "After Sales Support Service" for the equipment for the entire Warranty Period from the date of acceptance of all the items/systems. The warranty will start on delivery of all equipment.
  - a) Warranty Coverage implies that: The equipment shall be warranted for a period of 12 Months only against all manufacturing defects from the date of supply except Thin Clients which has a warranty of 02x years.
- 10.2 Warranty coverage shall not be applicable in case of damage or defects caused by fire, flooding, physical abuse, vandalism, unauthorized alterations, or modification by any person other than the Manufacturer / Supplier.
- 10.3 Warranty shall not cover accidents or damages resulting from accounts of nature/natural catastrophes/disasters, theft, terror attacks, or similar causes originating beyond the control of the SUPPLIER or its employees, agents, or subcontractors.
- 10.4 Warranty will be void if the damage is caused during operation due to miss handling or due to unauthorized service/repair.
- 10.5 The turnaround time of the faulty equipment/parts claimed on account of the Warranty shall be 02 - 03x weeks owing transportation of equipment for which NRTC will provide its services to end users in due course.

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10.6 Service Level Agreement (SLA) may be signed after the expiry of the standard Warranty period for the supportability of the equipment with additional charges / separate financial costs.

## 10. SERVICE LEVEL AGREEMENT

On completion of two-year standard warranty period for Thin Clients and one year for other equipment - LCD, Mouse, and Keyboard, the PURCHASER may avail of repair/maintenance services, on service level agreement between the SUPPLIER and the PURCHASER on mutually agreed terms.

#### 11. Delivery:

#### 12.1 THIN CLIENT

 a. 03-06 Months after contract signing, advance payment, and opening of LC for foreign components. Equipment delivery shall be made at 37x designated regional offices.

#### 12. INTEGRITY CLAUSE

Any bribe, commission, gift or advantage, given promised or offered by or on behalf of the Contractor/Supplier or his partner, agent or servant, or anyone on his or their behalf or any officer, servant, representative or agent of the PURCHASER or Government or any person on his or their behalf in relation to the obtaining or to the execution of this or another Contract with the PURCHASER or Government or placed through Government agency for showing favour or disfavour to any person in relation to this or any other contract as aforesaid shall subject the Contract to cancellation of this and all or any other contracts as aforesaid and also to payment or any loss or damage resulting from any such cancellation thereof.

#### 13. FORCE MAJEURE

Neither party shall be liable for any delay in executing any undertaking under this contract or for inaction or non-performance thereof, if such delay or inaction is caused by the reason such as Strike/Lockout, Pandemic, Lockdowns, Accidental Fire, War. Natural Catastrophes, Civil Commotion, Internal Rebellion, Govt. Laws and Regulations, acts of GOD, or any other cause beyond their control and without their fault or negligence.

#### 14. LIQUIDATED DAMAGES

If SUPPLIER fails to implement the contract within the time period specified in this contract PURCHASER shall without prejudice to its other remedies under the contract, shall have the right to claim liquidated damages and the SUPPLIER shall pay to the PURCHASER as liquidated damages for an amount equal to 0.5% of the value of un-





delivered store for each day of delay or part thereof until actual delivery or performance up to a maximum deduction of 10% of the cost of the contract.

# 15. DISPUTE AND ARBITRATION

- 16.1 The parties shall settle all disputes arising under this contract through friendly discussion and in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress at any time then such party may give notice to settle the dispute.
- 16.2 In the course of arbitration, the contract shall be continuously executed except for the part under arbitration.
- 16.3 All proceedings under this clause shall be conducted in English language
- 16.4 All matters of dispute or difference, arising out of this contract between the parties thereto, the settlement of which is not otherwise specially provided in this contract shall be referred for arbitration as under:
  - a) Any dispute or difference of opinion arising in respect of either the interpretation, effect, or application of his condition or the amount recoverable there under from the Contract or shall be decided by a joint committee comprising of Secy, MoDP and President - NBP whose decision shall be final and binding on parties.
  - b) The work under the contract will continue, during the proceedings and no payments shall be withheld on the account of such proceedings unless they are subject to the dispute".

#### 16. MODIFICATION/ AMENDMENTS TO CONTRACT

- 17.1 This contract embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Contract.
- 17.2 This contract shall be binding on the representatives and assignee of the parties hereto, but neither Party shall assign this contract or the rights and obligations hereunder without the written consent of the other party.
- 17.3 If any additional items / BOQ is required, then the cost will be separately charged excluding this total amount of contract after issuance of separate Purchase Order.
- 17.4 If a confirmatory survey for various sections will happen then the cost will again charge separately.

Contract:

72023 dt June 2023

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# 17. TERMINATION OF CONTRACT

- 18.1 PURCHASER and SUPPLIER cannot terminate/ cancel the contract during the
   18.2 PURCHASED
- 18.2 PURCHASER cannot cancel their PO once the SUPPLIER has completed the process for procurement of material against PURCHASER's PO.
- Any breach of this contract may result in a contract cancellation as decided by

## 18. NOTICES

Any notice, request, requirement, approval, permission consent, or any other communication required, authorized, permitted, or contemplated to be given hereunder from either Party to the other hereunder, shall be in the English Language. Notices, in writing, shall be sent by registered Post, Fax, E-mail or Commercial Courier addressed to the following:

#### ADDRESS(ES)

Purchaser Side:

National Bank of Pakistan (NBP),

NBP Building, I.I. Churidgar Road, Karachi Telephone No. 021- 99220100, 99062000

Supplier's Side:

National Radio & Telecommunication Corporation (NRTC),

T&T Complex, Haripur. KPK.

Telephone No. 0995-666611, 666627

Fax No. 0995-610933

#### 19. CONFIDENTIALITY

- 20.1 Any information about the sale/purchase of stores under this contract shall not be communicated and strict confidentiality shall be maintained and under no circumstance, any information shall be given to any person or agency not authorized by the PURCHASER or SUPPLIER. The SUPPLIER and PURCHASER will abide by the relevant acts issued by the Govt. of Pakistan in this regard.
- 20.2 Confidentiality of this contract, purchase order, and any amendments thereof will be guarded and no contents of the contract or the purchase order or the





amendments, especially, the technologies and prices will be disclosed to any third party.

- 20.3 All technical details, documents, layout plans, technical sheets/spreadsheets, and any other information pertaining to any equipment, accessory, items, spares, or execution of services will be guarded, which may if divulged to any unauthorized personnel/ agency may compromise the security of plans executed in the implementation of the system, etc.
- 20.4 Neither any press release/statement of any kind shall be issued by the SUPPLIER and/or the PURCHASER regarding the SUPPLIER or its equipment or its solution or its system nor SUPPLIER name will be disclosed by PURCHASER or its personnel to any agency, person, etc.
- 20.5 Both parties may disclose any matters arising under this clause herein to the extent necessary to enable it to repair /modify/service the system and nothing herein shall prevent both parties from disclosing to any third party any matters arising hereunder which are of general public knowledge.

#### 20. UNDERTAKING

- 21.1 M/s National Radio and Telecommunication Corporation, Haripur, Pakistan when signed contract No. \_\_\_\_ June 2023. Unconditionally guarantee the full and proper performance of this Contract and hereby undertakes to accept all liabilities to compensate the PURCHASER for any Acts / Defaults of the SUPPLIER.
- 21.2 SUPPLIER undertakes that the manufacturing date of product(s) / stores will not be more than 04-05 months old and equipment supplied will be non-refurbished and brand new on the date of delivery. The SUPPLIER will provide a certificate mentioning the date of manufacturing to the PURCHASER

# 21. SUCCESSORS AND ASSIGNEES OF PARTIES

The Contract shall be binding upon and ensure to the benefit of the respective parties hereto, and the obligations hereunder shall not be assignable by either party without written consent being first obtained from the other.



# 22. INTERPRETATION AND LAW

This Contract shall be governed, interpreted, and operated in accordance with the laws of Islamic Republic of Pakistan.

#### **EXECUTED AS A CONTRACT/ AGREEMENT**

#### SIGNATURES

Signed by, for, and on behalf of National Bank of Pakistan, Head Office, Karachi The "PURCHASER" Signed by, for, and on behalf of M/s NRTC, Haripur, Pakistan The "SUPPLIER

Signature

Name. Mahmood Akhtar Nadeem

Designation: EVP / Group Head-Branch

Operations Group

National Bank of Pakistan,

Head Office, Karachi

MAHMOOD2008TAR NADEEM

EVP/ Group Head

Branch Operations Group
National Bank of Pakistan
Head Office, Karachi

Signature

Name: Muhammad Sohail Anjum

Designation GM Marketing & Sales

National Radio & Telecommunication

Corporation, Haripur, (KPK)

Date

27

June,2023

Witnessed by

Signature:

Name:

Date:

1-18

AMIN MANJI

Witnessed by

Signature.

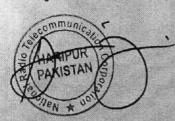
Name:

M. HUMATR ABBAN

Contract:

June 2023

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Designation: 6-C-ITG Designation: Region Marage, South

ANNEX - A

# BILL OF QUANTITY (BOQ)

Description / Items	Quantity	Unit
Thin Client 8 / 128 GB	3500	Nos.
LCD Monitor 23.8"	3500	Nos.
Mouse + Keyboard	3500	Nos.
	Thin Client 8 / 128 GB  LCD Monitor 23.8"	Thin Client 3500 8 / 128 GB  LCD Monitor 23.8"  3500





Company (Company E)	12023 QI	JU!	E ZUZ
Contract:			

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