

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I
(As Per Rule 47 of PP Rules, 2004)

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.

- NAME OF THE ORGANIZATION/DEPTT.: National Bank of Pakistan
- FEDERAL / PROVINCIAL GOVT.: Federal Government
- TITLE OF CONTRACT: Procurement & Installation of 2-Ton 24,000 BTU Split
Air Conditioners (Inverter Type) Qty. 200 Nos.
- TENDER NUMBER: NT-02/18/2022-6
- BRIEF DESCRIPTION OF CONTRACT Supply and Installation of (Inverter
Type) Wall Mounted Split Air Conditioners for NBP Branches / Offices located in
different cities throughout Pakistan.
- TENDER VALUE Rs. 29,812,000/-
- ENGINEER'S ESTIMATE: Not Applicable
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: 6 Months
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? Yes (√)
- ADVERTISEMENT:
 - (i) PPRA Website: Yes (√) / No (Federal Agencies) (If yes give date and
PPRA's tender number): TS473297E & TS473222E dated 21-02-2022
 - (ii) News Papers: Yes (√) / No (If yes give names of newspapers and
dates): The Express Tribune, Karachi dated 23-02-2022 & Daily
Dunya, Islamabad dated 23-02-2022.
- TENDER OPENED ON (DATE & TIME): March 18, 2022 at 11:30 am
- NATURE OF PURCHASE: Local
- EXTENSION IN DUE DATE (If any): No

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- NUMBER OF TENDER DOCUMENTS SOLD: Three (03)
1. M/s Pak Elektron Limited, 2. M/s M.M. Corporation, 3. M/s Al-Hamid Traders
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: Yes (✓) / No (If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: Yes (✓) / No (If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
 - b) SINGLE STAGE - TWO ENVELOPE PROCEDURE: _____ (✓)
 - c) TWO STAGE BIDDING PROCEDURE. _____
 - d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.): Not Applicable
- WHO IS THE APPROVING AUTHORITY: Not Applicable
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING:
Not Applicable
- NUMBER OF BIDS RECEIVED: 03 Nos.
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: Yes (✓)
- WHETHER INTEGRITY PACT WAS SIGNED: Yes (✓)

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)
(As Per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods.

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: 03 Nos.

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/s Pak Elektron Limited (PEL) Head Office: 14-Km, Ferozepur Road, Lahore-54760 Pakistan.
Tel: (+92-42) 35920151-59.

- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID): 1ST Evaluated Bid

- NEED ANALYSIS (Why the procurement was necessary?) To meet the demand of branches & offices.

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) Not Applicable

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: Yes (√)
- DATE OF CONTRACT SIGNING: July 20, 2022
(Attach a copy of agreement)
- CONTRACT AWARD PRICE: Rs. 29,812,000/-
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: Yes, Published on NBP and PPRA websites
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED: No
(If yes result thereof)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS: Yes / No (√)
(If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA: Yes / No (√)
(If yes give details)
- SPECIAL CONDITIONS, IF Any: No
(Give Brief Description)



National Bank of Pakistan
نیشنل بینک آف پاکستان

INVITATION FOR BIDS

Procurement & Installation of Air Conditioners

National Bank of Pakistan (NBP) intends to invite sealed bids from reputed manufacturers / distributors / suppliers (Authorized Dealers) for "Supply and Installation of (Inverter Type) Wall Mounted Split Air Conditioners & (Conventional Type) Floor Standing Air Conditioners for NBP Branches / Offices located in different cities throughout Pakistan". Details of required quantities is given below:

Lot No.	Category - Tonnage Capacity	Quantity
Lot # 1	1-Ton 12,000 BTU Split Air Conditioners (Inverter type)	200
Lot # 2	1.5-Ton 18,000 BTU Split Air Conditioners (Inverter type)	320
Lot # 3	2-Ton 24,000 BTU Split Air Conditioners (Inverter type)	200
Lot # 4	4-Ton 48,000 BTU Floor Standing Air Conditioners (Conventional type)	80

This is a "Single Stage-Two Envelope Bidding Procedure" as per Rule 36(b) of Public Procurement Rules 2004 under PPRA. Bidding documents, containing detail terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, bill of quantity, services technical requirements, clarification/rejection of bids, performance guarantee etc. can be obtained from the office of "The Divisional Head – Procurement Division, 3rd Floor, National Bank of Pakistan, Head Office, I.I. Chundrigar Road, Karachi. Tel: +92-21-99220331 on any working day during office hours up to **March 09, 2022** after submitting Company's Authority Letter. Price of each bidding document is Rs.1500/- (non-refundable) which will be paid in form of a pay order in favor of NBP. The Bidding documents will be issued after checking / scrutiny of following documents provided by the bidders:-

- Company Profile
- Annual Audited Report / Financial Statements (Audited) of last three (03) years.
- Rs.30 Million - Annual Sales Volume/Gross Turnover in any of last three (03) years.
- Valid authorized certificate/ license of OEM or authorized dealership.
- Evidence of 3-year experience of similar assignments of supplies, installation and maintenance of Air conditioners with Banks/Financial Institutions/ Reputable Organizations.
- Provincial / FBR Tax Registration Certificate of Income & Sales Tax. Name of Bidder must appear on Active Tax Payers List of FBR.
- An undertaking from Bidder that they have never been blacklisted by any Government/Semi-Government or autonomous body (on Non Judicial Stamp Paper of Rs. 50/-).

For clarification to the prospective bidders, a Pre-Bid Meeting is schedule to be held in the same office on **March 10, 2022 at 03:00 P.M.** For more details please contact the under-signed on following Telephone Numbers 021-99220331, 38902435, 38902852 and 38902484.

The bids prepared in accordance with the instructions given in "NBP Standard Bidding Document" must reach at the office of undersigned on or before **March 18, 2022 at 11:00 a.m.** Bids will be opened on the same day (i.e. **March 18, 2022**) at **11:30 a.m.** publicly in the presence of Tender Opening Committee and the bidders representatives, who wish to be present at the time of tender opening. In case office remains closed for any reason/holiday, proceeding of bid opening will be conducted on next working day on same time & venue. Bidders are required to provide all documentary proof for technical evaluation with their respective proposals. Failure to comply with the aforesaid requirements will result in their disqualification. Bidders can participate in any or all four (04) categories / lots (bids) separately. Technical and financial bids will be submitted separately for each category / lot (bid). Bank reserves the right to accept or reject any or all categories / lots (bids) at any stage as per PPRA rules. This Advertisement is also available on NBP and PPRA websites.

<http://www.nbp.com.pk>

<http://www.ppra.org.pk>

(Divisional Head)

Procurement Division,

Logistics, Communications & Marketing Group,

3rd Floor, Head Office Building, I.I. Chundrigar Road, Karachi,

021-99220331 / 38902435 / 38902852 and 38902484

HEAD OFFICE BUILDING, I.I. CHUNDRIGAR ROAD, KARACHI

PROCUREMENT DIVISION
NATIONAL BANK OF PAKISTAN
HEAD OFFICE BUILDING KARACHI

Details of Offered Inverter Air-Conditioner
(To be Filled –In by the Bidder)

Brand : _____

Model : _____

Offered AC Manufactured /Assembled : _____

Country : _____

Capacity (BTU/hr) : _____

Name of Principal /Manufacturer) : _____

No of Years bidder Associated with Principal: _____

Web Address / Link of
Manufacturer Site displaying offered AC: _____

Compressor type: _____

Compressor Brand: _____

Bidder's Seal & Signature

for National Bank of Pakistan

3.0 TECHNICAL EVALUATION CRITERIA

Annexure I

TECHINCAL REQUIREMENTS FOR EVALUATION

TECHNICAL SPECIFICATION FOR 2.0 TR INVERTER TYPE WALL MOUNTED SPLIT AC UNITS

EVALUATION CRITERIA

S.NO	DESCRIPTION	DESIRED PARAMETERS / CRITERIA	To be filled in by the bidder	PRIORITY	To be filled in by Bank Compliant Yes/ No
1	Capacity	24,000 BTU		High	
2	EER	≥ 3 More than or equal to 3		High	
3	Plastic Body/Decorative	Should be of Plastic Body, Decorative Type		High	
4	ON/OFF	AUTO RESTART		Low	
5	Compressor Type	Rotary		High	
6	Compressor Temperature Ambient Design	Hot Climate i.e. T3		High	
7	Compressor Warranty	05 Years		High	
8	Refrigerant	R-410/ R-22/R-32 or Equivalent		High	
9	Condenser Copper Type	Double Row (Copper)		High	
10	All Motor Winding	100 % Copper		High	
11	Condenser Copper Pipe Dia"	5/16" Greater than or equal to		High	
12	Condenser Copper Pipe Gauge	22 Gauge		High	
13	Cooling Coil Copper Pipe Dia"	1/4" Greater than or equal to		High	
14	Cooling Coil copper pipe gauge	22 Gauge		High	
15	Fins Coating	Anti-Rust		High	

16	Spare Parts/PCB Cards Replacement Warranty Without Cost	1 Year		High	
17	Protection	a) Internal Protect Device		High	
		b) Thermal Protect Device For Compressor		High	
		c) Motor Protect Device		High	
		d) Overload Protection Device		High	
18	Filter Sensor	For Dust		Low	
19	Display	LCD/LED		High	
20	Certification	ISO		High	
21	List of Service Center in Major Cities of Pakistan	Karachi, Hyderabad, Sukkur, Lahore, Multan, Islamabad & Peshawar		High	
22	Time to attend the complaint after being informed via telephone through email / through letter (During Warranty Period)	24 hours for cities where service center are present 48 hours for cities/areas where service center are not present		High	
23	Resolution time to remove the fault after complaint attendance	03 Days for cities where service center are present 05 Days for cities/areas where service center are not present		High	
24	Dealership Certificate	For Quoted Brand Of Ac		High	
25	Client List	Preferably in Banking Sector / Multinational Companies		High	

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

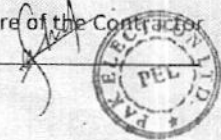
- a. All Requirement mentioned in Annexure III – Technical Requirement Document with "Priority (High/Low)" is evaluated as follows:
 - i. All requirements with "High" Priority must be answered as 'Y' or 'N'. If bidder response 'N' against any of such "High" Priority requirement, its bid will be considered as technically disqualified 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.
 - iii. "Low" priority requirements that shall be responded "Y" by bidder shall be treated as complimentary, without any addition in the mentioned quoted price.
 - iv. For all requirements against which Bidder is not providing any response (i.e. an empty availability cell or an availability cell/column with a response other than "Y/'Yes' or 'N/'No'), NBP will first check that against such requirements proper reference documents have been provided or not in the submitted bid. If reference document is found then NBP ask clarification from the bidder about its response, however if reference document will also not found or provided then response of bidder shall be considered as 'No' and its bid will be considered as rejected if the requirement item is high priority.
 - v. For all technical requirements against which Bidder is responding "Y", all bidders are required to provide **Documentation with proper reference (Section No/ Page No) in the proposal against all requirements. It is mandatory to provide proper reference of document.** It is NBP's discretion to raise clarification queries against requirements where reference is provided and further clarification is required. Incase no reference is available and documents are not available in the submitted proposal, NBP may not raise any clarification query and response will be considered as NIL, which may lead to disqualification, if mentioned in the criteria.
 - vi. 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. Bidders should respond to such requests within the time frame indicated in the correspondence (letter/fax/ e-mail). If the bidder fails to provide the required information within given timeframe, its bid will be considered as rejected.
 - vii. All bidders are required to submit the proposals with proper page numbering with master table of contents of all attached documents in the proposal.

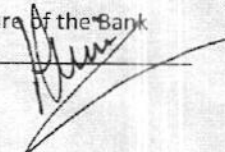
Contractor's Signature & Seal

For National Bank Of Pakistan

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
- (i) The Work Order 556 Dated: 19-07-2023
 - (ii) The Letter of Acceptance by the Contractor;
 - (iii) Invitation of Bids;
 - (iv) Instructions to Bidders & Bidding Data;
 - (v) The completed Form of Bid alongwith all Schedules to Bid;
 - (vi) Terms & Conditions of Contract & Contract Data;
 - (vii) The priced Schedule of Prices (BOQ);
 - (viii) The Parent Company Guarantee
 - (ix) The Performance Security Guarantee (if Required)
3. In consideration of the payments to be made by the NBP to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NBP to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The NBP hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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.

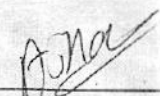
IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.


Signature of the Contractor
 (Seal) 

Signature of the Bank
 (Seal) 

Signed, Sealed and Delivered in the presence of:
 Witness:

Witness:


 (Name, Title and Address)


 (Name, Title and Address)

LOGISTICS COMMUNICATIONS & MARKETING GROUP, NBP HEAD OFFICE, KARACHI
PROCUREMENT DIVISION

Date: - 19-07-2022

Ref #: 556

✓ **Osama Bin Khalid**
Business Development Executive (South) | Corporate Sales |
Pak Elektron Limited (PEL), | Regional Office : L-203 Block-2 PECHS Karachi |
E-mail: osama.khalid@pel.com.pk | Web: www.pel.com.pk
Office: 92-021-34538961 - 34520141 | Mob: 0333-1480493 & 0313-7710303

WORK ORDER

Work order regarding Supply & Installation of (Inverter Type) Split AC Units 2 Ton capacity (200 Nos.) for NBP Branches / Offices located in different cities throughout Pakistan .

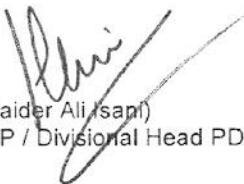
Tender ID No. NT- 02/18/2022-6 & TS 473297E & TS 473222E

Please refer to your bid opened on 23/05/2022 for Rs. 29,812,000/- regarding the subject work. The Bank has accepted your above referred bid subject to the following terms and conditions:

1. The work will be strictly executed as per terms, conditions and specifications outlined in the tender documents except as may be subsequently amended / directed by the SVP / Divisional Head PD.
2. The work order will be part and parcel of the contract agreement and other all other documents.
3. The contract prices are inclusive of all taxes transportation and other over heads etc. No escalation in rates on any account shall be considered.
4. The date of work order is 19/07/2022 and the date of commencement of the work will be reckoned from 20/07/2022 The time schedule for the completion of the job will be strictly adhered; time being the essence of the contract and the work must be completed within 15 days Phase wise from the date of site given to vendor.
5. You must complete all the formalities of tender / bidding documents and signing agreement on judicial paper within seven (7) days (as per specimen enclosed in tender documents) and other formalities as per term & conditions. In absence of completion of these formalities, no payment against your bills will be liable to be released.
6. In case of your failure to complete the work within stipulated period as mentioned above a penalty of 0.5 % per day shall be levied to the maximum of 15% of the sum stated in the letter of Acceptance.
7. You will get prior written approval from Divisional Head Engineering / Divisional Head PD for any additional / extra work executed at site.
8. You will be responsible to complete the entire work within the tender amount duly verified by the Engineering Division.
9. If any BOQ quantity exceeded or any change required during the execution of work you will inform in writing to Divisional Head Engineering / Divisional Head PD prior to execute the same at site, failing which no payment will be made for execution for exceeded quantity or any change and extra work etc.
10. The bidder is responsible to obtain Dead Stock Entry from concerned Branch Manager /NBP Head Office and affixed the Dead Stock sticker on his Air conditioner and duly signed & stamped of dead stock Annexure form from concerned branch Manager after submission of invoice, which will remain unpaid until said Dead Stock procedure is not completed as per Bank prevailing practice.
11. Extended warranty and maintenance support service including parts is required (Back to Back from the Principal) and included in scope of works i.e. 05 years for Compressor warranty and 1 year Parts warranty (Free of cost).
12. While submitting the bill, job completion Certificate/ Delivery Challan duly signed and stamped by the end user should be attached.

You are bound to abide the all above mentioned obligations. Please sign stamp and return this copy of letter as token of your acceptance along with contract agreement, within seven days after receiving of this work order.

Yours faithfully,


(Haider Ali Isani)
SVP / Divisional Head PD

*we have read understood & accepted
the terms & conditions as mentioned
above*



B. BIDDING DOCUMENTS**IB.7 Contents of Bidding Documents**

7.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.9.1. The Bid and Contract Documents consist of the following:

1. Bid Security
2. Form of bid
3. Instructions to Bidders & Bidding Data
4. Schedules to Bid comprising the following:
 - (i) Schedule A: Scope of Works
 - (ii) Schedule B: Detail of Offered Conventional AC Units
 - (iii) Schedule C: Technical Evaluation Criteria
 - (iv) Schedule D: Warranties
 - (v) Schedule E: Proposed Program of Works
4. Conditions of Contract & Contract Data
5. Standard Forms:
 - (i) Form of Performance Guarantee / Security (Bank Guarantee)
 - (ii) Form of Contract Agreement
 - (iii) Form of Parent Company Guarantee
 - (iv) Form of Performance Guarantee / Security (if needed)

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to Clause IB.11.1, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Bank at the Bank's address indicated in the Bidding Data.
- 8.2 The Bank will respond to any request for clarification which it receives earlier than five (05) days prior to the deadline for the submission of bids. Copies of the Bank's response will be forwarded to all prospective bidders, at least three (03) days prior to dead line for submission of bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause IB.9.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Bank.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Bank may at its discretion extend the deadline for submission of Bids.



C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the bidder and the Bank shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.11 Documents Comprising the Bid

- 11.1 The Bidder should signed and affix his stamp on each page of this bidding document. Bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter.
 - (b) Form of Bid duly filled, signed & sealed, in accordance with Sub-Clause IB.19.3.
 - (c) Schedules (A to F) to Bid duly filled, signed and sealed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.19.3.
 - (d) Bid Security furnished in accordance with Clause IB.18.
 - (e) Documentary evidence established in accordance with Clause IB.16.
 - (f) Documentary evidence established in accordance with Clause IB.17.
 - (g) Any other documents prescribed in Conditions of Contract to be submitted with the Bid.

IB.12 Sufficiency of Bid

- 12.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 12.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.13 Forms of Bid and Schedules

- 13.1 The bidder shall complete, sign and seal the Form of Bid and all Schedules (A to F) to Bid furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.11.

IB.14 Bid Prices

- 14.1 The Bidder shall quote Bid Price along with breakdown of items, indicating quantities, unit rates and other pricing information in Schedule of Prices. Prices shall be entered keeping in view the Instructions to Bidders, scope of works etc.
- 14.2 The bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by a bidder will not be paid for by the Bank when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.
- 14.3 The Bidder's separation of price components in accordance with Sub-clause IB.14.1 above will be solely for the purpose of facilitating the comparison of bids by the Bank's Representative and will not in any way limit its right to contract on any of the terms offered.
- 14.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidders shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. Since only fixed price contract will be considered, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Sub-Clause IB.21.4.

IB.15 Currencies of Bid

- 15.1 Prices shall be quoted by the bidder in currency as stipulated in the Bidding Data.
- 15.2 The currencies of payment shall be as stated in Conditions of Contract.

B.16 Documents Establishing Bidder's Eligibility and Qualifications

- 16.1 Pursuant to Clause IB.11, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 16.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Evaluation Criteria stipulated in the Bidding Documents.
- 16.3 Successful Bidder shall produce a Parent/Principal Company Guarantee, as per Form annexed to this document.



Handwritten signature: B. B.

IB.17 Documents Establishing Works' Conformity to Bidding Documents

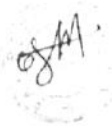
- 17.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 17.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Bank in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.18 Bid Security

- 18.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the form and amount stipulated in Bidding Data in Pak. Rupees in favour of the Bank.
- 18.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Bank as non responsive.
- 18.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 18.4 The Bid Security of the successful bidder will be returned when the bidder has fulfilled his obligations related to satisfactory delivery of supplied material as mentioned in the Contract Data.
- 18.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 21.5 hereof

IB.19 Validity of Bids, Format, Signing and Submission of Bid

- 19.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 19.2 All Schedules to Bid are to be properly completed, duly signed and stamped.
- 19.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 19.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.11 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 19.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 19.6 The Bid shall be delivered in person or sent by registered mail at the address to Bank as given in Bidding Data.



D. SUBMISSION OF BIDS

IB.20 Deadline for Submission, Modification & Withdrawal of Proposals

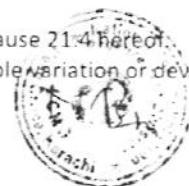
- 20.1 Bids shall be delivered in person, by courier or sent by registered mail at the address of NBP designation as given in BIDDING DATA.
- 20.2 Bids must be received by the Bank at the address provided in Bidding Data not later than the time and date stipulated therein.
- 20.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 20.4 Bids received by the NBP after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 20.4 Any bidder may modify or withdraw his Bid after submission provided that the modification or written notice of withdrawal is received by the NBP prior to the deadline for submission of Bids / Proposals.
- 20.5 Withdrawal of a Bid during the interval between the deadline for submission of Bids/ Proposal, and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.18.5 (a).
- 20.6 All bidders are required to submit the Original NBP Bidding Documents along with all relevant proposals / brochures / catalogue / printed items. The Bid will be reject if NBP Original Bidding Documents not found in the Technical Proposal and Financial Proposal.
- 20.7 For clarification to the prospective bidders, a Pre-Bid Meeting is schedule to be held in the same office on March 10, 2022 at 03:00 p.m.
- 20.8 During Pre-Bid Meeting; All Bidders are required to submit the writing queries during of Company's Letterhead. Verbal requests will not be entertained.



E. BID OPENING AND EVALUATION

IB.21 Bid Opening, Clarification and Evaluation

- 21.1 The Bank will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 21.2 The bidder's name, Bid Prices, the presence or absence of Bid Security, and such other details as the Bank at its discretion may consider appropriate, will be announced by the Bank at the bid opening. The Bank will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
Any Bid Price which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 21.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Bank may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.21.7 to 21.9, the Engineer/Bank will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to Evaluation Criteria, Technical Specifications and all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Bank in accordance with the Corrected Schedule of Prices.
If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 21.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 21.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Bank, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 21.7 The Engineer/Bank will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.21.4 to 21.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 21.8 herein below.
- (a) **Technical Evaluation**
It will be examined in detail whether the Works/material offered by the bidder complies with the required Technical Specifications of the Bidding Documents and desired **Evaluation Criteria**. For this purpose, the bidder's data submitted with the bid will be compared with technical specifications/Evaluation Criteria. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. In case of any bid to be non-compliant to Evaluation Criteria or Technical Specifications, the same will be declared as **Non-Responsive** and will be summarily rejected by the technical evaluation committee.
- (b) **Commercial Evaluation**
It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.
- 21.8 **Evaluated Bid Price**
In evaluating the bids, the tender opening committee of Bank will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- (i) making any correction for arithmetic errors pursuant to Sub-Clause 21.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.



- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Bank).

21.9 Evaluation Methods

Pursuant to Sub-Clause 21.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance
The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Bank.
- (ii) Price Adjustment for Commercial Compliance
The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Bank will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

- (iii) Price Adjustment for Deviation in Terms of Payments
Refer to Bidding Data

IB.22 Process to be Confidential

- 22.1 Subject to Sub-Clause IB 21.3 heretofore, no bidder shall contact Bank on any matter relating to its Bid from the time of the Financial Proposal Opening to the time the bid evaluation result is announced by the Bank. The final evaluation result shall be announced at least Fifteen (15) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 22.2 Any effort by a bidder to influence Bank in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint as per PPRA Rule after the announcement of the bid evaluation result however, mere fact of lodging a complaint shall not warrant suspension of procurement process.



F. AWARD OF CONTRACT

IB.23. Post Qualification

- 23.1 The Bank, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

- 23.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.16, as well as such other information required in the Bidding Documents.

IB.24 Award Criteria & Bank's Right

- 24.1 Subject to Sub-Clause IB.24.2, the Bank will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Most Advantageous Bid, provided that such bidder has fulfilled the Evaluation Criteria and has been determined to be qualified to satisfactorily perform the Contract.

- 24.2 Notwithstanding Sub-Clause IB.24.1, the Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Bank's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.25 Notification of Award & Signing of Contract Agreement

- 25.1 Prior to expiration of the period of bid validity prescribed by the Bank, the Bank will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 25.2 Within seven (7) days from the date of Acceptance by the bidder under the Conditions of Contract, the Bank will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 25.3 The formal Agreement between the Bank and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Bank.

IB.26 Parent Company Guarantee

- 26.1 The successful bidder shall furnish to the Bank a Parent Company Guarantee in the form given in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 26.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.25.2 & 25.3 or 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.27 Works to be performed by Sub-Contractors

No Sub-Contractors are allowed and only bidder's representatives will perform the bid works.

IB.28 Deviation from Contractor's Conditions

No Deviations are allowed. Neither any Conditional bid will be entertained.

IB.29 Grievances

Grievances will be dealt as per PPRA Rule 48 of PPRA Rule 2004



BIDDING DATA

Instructions to Bidders

Clause Reference

1 **Name of Bank:** NATIONAL BANK OF PAKISTAN

Brief Description of Works: Supply & Installation of (Inverter Type) Wall Mounted Split Air Conditioners 2 Ton Capacity (200 Nos.) for NBP Branches /Offices located in different cities throughout Pakistan)

2 **Bank's address:**

Office of Divisional Head, Procurement Division, Logistics Communication & Marketing Group
National Bank of Pakistan, 3rd Floor, Head Office Building, I.I. Chundrigar Road, Karachi.

3 Bid shall be quoted entirely in Pak Rupees. The payment shall be made in Pak. Rupees.

4 The bidder should have the financial, technical and capability necessary to perform the Contract.

- 4.1 (a) A detailed description of the Works, essential technical and performance characteristics.
4.2 (b) Complete set of technical information, description data, literature and drawings (if any) as required in accordance with scope of works.

5 **Amount of Bid Security** Rs. 500,000/- in a form of Payment Order/CDR in favor of NBP.

6 **Period of Bid & Bid Security Validity** 180 days

7 **Number of Copies of the Bid to be Submitted** One Original plus one copy

(a) **Bank's Address for the Purpose of Bid Submission** Same as above

8 **Deadline for Submission of Bids**
11:00 A.M on 18th March' 2022

9 **Venue, Time, and Date of Bid Opening**

Venue: Office of Divisional Head, Procurement Division, 3rd Floor, NBP Head Office Building
Karachi.

Time: 11:30 AM

Date: 18th March ' 2022

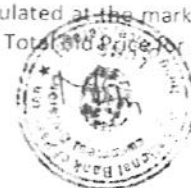
10 **Responsiveness of Bids**

- (i) the Bid is valid till required period,
(ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
(iii) completion period offered is within specified limits,
(iv) the Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
(v) the Bid does not deviate from basic technical requirements and
(vi) the Bids are generally in order, etc.

11 **Price Adjustment:**

(iii) **Price Adjustment for Deviations in Terms of Payment**

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the NBP, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate N per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only.



SCHEDULE TO BID

SCOPE OF WORKS

The scope of work comprises Supply, installation, testing and commissioning of material specified in BOQ as per specified technical specifications, Schedule "C" to Bid, warranties, Schedule "E" to Bid. The Contractor shall conduct proper site survey and perform all relevant activities in coordination with Parent Company including all documentation, and supply of manuals and training of personnel as required to provide a fully functional and operational installation. The Works shall include but not be limited to the following:

- a) Supply, Installation, Testing and Commissioning of Air conditioner of different capacity as mention in BOQ complete in all respects.
- b) The supplied Acs should be new.
- c) The supplied Air Conditions should be capable of attaining 100% results.
- d) Providing Maintenance Support Services for all the supplied Acs covered under Warranty. All the supplied parts will be covered under Extended Warranty of 05 Years for compressor warranty of 01 year for parts (Free of cost).



FOR NATIONAL BANK OF PAKISTAN

FOR BIDDER / CONTRACTOR

CONDITIONS OF CONTRACT

1. **GENERAL PROVISIONS**
- 1.1 **Definitions**
In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:
- The Contract**
- 1.1.1 "Contract" means the Contract including Technical Specifications in respect of Works to be carried out by the Contractor (if any), and any Variation to such document.
- Persons**
- 1.1.2 "Bank" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.3 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Bank) any assignee.
- 1.1.4 "Party" means either the Bank or the Contractor.
- Dates, Times and Periods**
- 1.1.5 "Commencement Date" means the date seven (07) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.6 "Day" means a calendar day
- 1.1.7 "Time for Completion" means the time for delivery of equipment / completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.
- Money and Payments**
- 1.1.8 "Contract Price" means the agreed amount stated in the Work Order or Letter of Acceptance as payable to the Contractor for the delivery and satisfactory installation of the specified material
- Other Definitions**
- 1.1.9 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.10 "Country" means the Islamic Republic of Pakistan.
- 1.1.11 "Bank's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.12 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.13 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.14 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.15 "Site" means the places provided by the Bank where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.16 "Variation" means a change which is instructed by the Bank under Sub-Clause 10.1.
- 1.1.17 "Works" means any or all the works whether Supply, Installation, Testing, Commissioning etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.18 "Engineer" means the person notified by the Bank to act as Engineer for the purpose of the Contract and named as such in Contract Data.
- 1.2 **Interpretation**
Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.
- 1.3 **Priority of Documents**
The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.
- 1.4 **Law**
The law of the Contract is the relevant Law of Islamic Republic of Pakistan.
- 1.5 **Communications**
All Communications related to the Contract shall be in English language.
- 1.6 **Statutory Obligations**

CONDITIONS OF CONTRACT

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE BANK

2.1 Provision of Site

The Bank shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Bank shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Bank's Instructions

The Contractor shall comply with all instructions given by the Bank or the Engineer, if notified by the Bank, in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Bank shall affect the Contractor's obligations.

3. BANK'S REPRESENTATIVES

3.1 Authorized Person

The Bank shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Bank shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Bank's Representative

The name and address of Bank's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Bank, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Bank for such appointment which consent shall not be unreasonable withheld by the Bank. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Bank as aforesaid.

4.3 Subcontracting

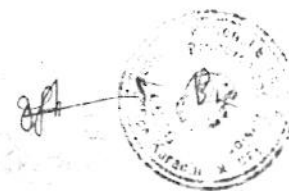
The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Bank.

4.4 Performance Guarantee

The Contractor shall furnish to the Bank a Performance Guarantee in the form of Bank Guarantee 5 % of the contract value.

5. DESIGN BY CONTRACTOR

----- NOT APPLICABLE -----



6. BANK'S RISKS

6.1 The Bank's Risks

The Bank's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war within the Country;

- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Bank of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Bank's personnel or by others for whom the Bank is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Bank and accepted by the Bank.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Bank a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Bank of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Bank/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Bank shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Bank within such period as may be prescribed by the Bank/Engineer for the same; and the Bank shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Bank for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Bank when he considers that the Works are complete.

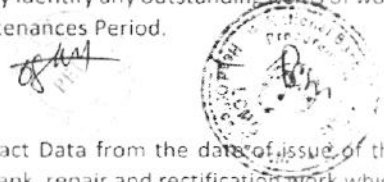
8.2 Taking-Over Notice

Within seven (07) days of the receipt of the said notice of completion from the Contractor the Bank shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Bank may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Bank, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Bank in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully



CONDITIONS OF CONTRACT

performing his aforesaid obligations, the Bank/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Bank to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Bank may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Bank/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Bank/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Bank/Engineer in writing and if the same are not refuted/denied by the Bank/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Bank considers appropriate, or
- e) if the Engineer/Bank so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Engineer/Bank in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Bank being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Bank's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Bank's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Bank within fourteen (14) days of the occurrence of cause.

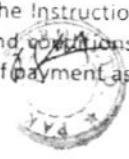
10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Bank an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Bank shall check and if possible agree the value. In the absence of agreement, the Bank shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 Contract Price

- (a) The Contract Price shall be accompanied by detailed price breakdowns of items indicating quantities, unit rates and other pricing information in Schedule of Prices. Prices shall be entered keeping in view the Instructions to Bidders, Scope of work, Technical Specifications and SLA terms and conditions. These information would be required for the assessment of schedule of payment as stated in the Sub-Clause 11.4 hereinafter.



(b) The payment of the Lump Sum Contract Price shall be made as per the milestones achieved by the Contractor. The schedule of payment for the Lump Sum Contract Price shall be as stated in Sub-Clause 11.4 hereinafter.

11.2 Advance Payment

No Advance Payment would be made and Contractor will have to manage start of works through his own resources.

11.3 Interim / Final Payments

Within a period not exceeding seven (14) days from the date of submission of a statement for interim / Final payment by the Contractor on achievement of any milestone as per Sub Clause 11.4, the Bank shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Bank shall pay to the Contractor the sum verified less retention money at the rate stated in the Contract Data.

11.4 Schedule of Payments

The Contract price shall be paid as per the milestones given in the following Schedule of Payment:

No.	MILESTONE	PAYMENT
1.	Upon successful Supply installation, testing & commissioning of Air Conditions.	100 % of the quoted Item amount.

11.5 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Bank or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Bank may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Bank's notice, the Bank may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Bank instructs, in the second notice to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Bank

If the Bank fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Bank's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

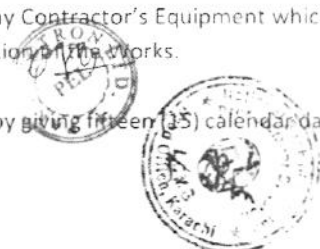
If the default is not remedied within twenty eight (28) days after the Bank's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Bank instructs in the notice is to be used for the completion of the Works.

12.4 Termination

12.4.1 The Contract Agreement may be terminated by Bank by giving fifteen (15) calendar days prior notice, under the following circumstances:



CONDITIONS OF CONTRACT

- 12.4.1.1 In the event that Contractor fails to rectify, cure, remedy, any breach after Contractor has breached any such obligation, representation, warranty or covenant made by it under the Contract Agreement, and/or the Schedules, or the scope of work document, or any other document/schedule/annexure forming part of this Agreement and provided Bank has given Contractor at least fifteen (15) calendar days to cure such breach and has so notified Contractor in writing, which notification shall specify facts constituting such breach in reasonable detail;
- 12.4.1.2 in the event that Contractor is unable, as a result of Force Majeure, to perform a material portion of its obligations under the Contract Agreement for a period of not less than thirty (30) calendar days.
- 12.4.1.3 in the event of expiry of Notice of failure in case of user Acceptance Test.
- 12.4.1.4 Bank may terminate this Agreement by giving one (01) month prior written notice without any cause.
- 12.4.1.5 In case of termination of the Agreement as stated above, Contractor shall be obliged to in case of 21.1. (a), (b) & 21.2, refund of any amounts paid by Bank that remains over and above the services performed, along with penalty as stipulated in Article 7.

12.5 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Bank is entitled,
- c) if the Bank has terminated under Sub-Clause 12.1 or 12.3, the Bank shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. **RISKS AND RESPONSIBILITIES**

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Bank's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Bank. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Bank's Risks, the Contractor shall indemnify the Bank, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Bank immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Bank demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Bank is entitled.



The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. **INSURANCE**

----- NOT APPLICABLE -----

15. **RESOLUTION OF DISPUTES**

15.1 **Bank's Decision**

If a dispute of any kind whatsoever arises between the Bank and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Bank/Contractor, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Bank / Contractor shall give notice of his decision to the other party

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Bank shall give effect forthwith to every such decision unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision by an arbitrator.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16. **CONTRACTOR MANAGED SERVICES:**

16.1 The Contractor will perform specified material inspection on quarterly basis and will submit inspection report to NBP Management.

16.2 Extended Warranty and Maintenance Support Service including parts is required (**Back to Back from the Principal**) and included in scope of works i.e. 05 Years for Compressor warranty and 01 Year Parts warranty (Free of cost).

17 **GENERAL TERMS**

17.1 It is expressly understood that if either party, on any occasion, fails to perform any terms of the Contract Agreement and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

17.2 Neither party shall assign the Contract Agreement unless it is mutually agreed in writing by the Parties.

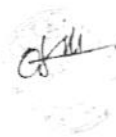
17.3 While carrying out its obligation under the Contract Agreement Contractor shall treat any information regarding Bank or its customers that may come to its knowledge as strictly confidential and shall not disclose or pass on any such information to any third party unless required for the performance of its services under the Contract Agreement, but with the prior written permission of Bank. Obligations of confidentiality in terms of the Contract Agreement shall continue, notwithstanding expiry or termination of the Contract Agreement for a period of 0 years from the date of expiry or early termination of the Contract Agreement.

17.4 If any terms or provision of the Contract Agreement is declared as impaired by court of competent jurisdiction, the remaining terms and provisions of the Agreement shall remain unimpaired and in full force and effect.



CONDITIONS OF CONTRACT

- 17.5 The Scope of Work and all other schedules/ annexure attached shall form part of this Agreement.
- 17.6 Any obligation referred to in the Contract Agreement, or the Scope of Work or any Schedule or annexure(s), forming part of the Contract Agreement, or any obligation attached to the Products etc, to be performed by manufacturer of the Products shall mean and construe to be arranged or performed by Contractor.
- 17.7 No failure or delay in exercising any right, power or privilege under the Contract Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under the Contract Agreement or otherwise.
- 17.8 The bidder is responsible to obtain Dead Stock Entry from concerned Branch Manager /NBP Head Office and affixed the Dead Stock sticker on his Air conditioner and duly signed & stamped of dead stock Annexure form from concerned branch Manager after submission of invoice, which will remained unpaid until said Dead Stock procedure is not completed as per Bank prevailing practice.



CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Bank prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

- 1.1 **The Bank means**
National Bank of Pakistan
- 1.2 **The Contractor means**
Successful Most Advantageous Bidder to whom
Work Order is issued
- 1.3 **Commencement Date** means the date of issue of Bank's Notice to Commence which shall be issued within seven (07) days of the signing of the Contract Agreement.
- 1.4 **Time for Delivery / Completion of works** Fifteen (15) days
- 1.5 **Documents forming the Contract listed in the order of priority:**
 (a) The Contract Agreement
 (b) Letter of Acceptance
 (c) The completed Form of Bid and all the other Forms
 (d) Contract Data
 (e) Conditions of Contract
 (f) The completed Schedules to Bid including Schedule of Prices (BOQ)
 (g) Technical Specifications
 (h) Evaluation Criteria
- 2.1 **Provision of Site:** The list of location will be provided by the Engineering Division at the time of Signing of Contract
- 3.1 **Authorised Person :** _____
- 3.2 **Name and address of Bank's representative** _____
- 4.1 **Performance Guarantee: (to be invoked in case Contractor fails to fulfill desired commitments / warranty conditions or any other obligations as specified in the Contract Agreement, or bidding documents**
 Validity **365 Days** from the date of Works Completion Certificate of Last AC Unit.
- 5.1 **Programme:**
Time for submission: Within Seven (07) days* of the Commencement Date.
Form of programme: (Bar Chart/CPM/PERT or other)
- 5.2 Amount payable due to failure to complete shall be 0.5 % per day up to a maximum of (15%) of sum stated in the Letter of Acceptance
- 6.1 **Period for remedying defects** 15 Days
- 7.1 **Variation procedure:**
 Daywork rates _____
N/A (details)
- 8.1 *(a) **Schedule of Payments**
 As given above at 11.4
- 9.1 **Currency of payment:** Pak. Rupees
- 10.1 **Arbitration**
 Place of Arbitration: NBP Head Office, Karachi.



**LOGISTIC COMMUNICATIONS & MARKETING GROUP
NATIONAL BANK OF PAKISTAN
HEAD OFFICE KARACHI**

**SUPPLY AND INSTALLATION OF (INVERTER TYPE) WALL MOUNTED SPLIT AC UNITS 2 TON CAPACITY
FOR NBP BRANCHES /OFFICES LOCATED IN DIFFERENT CITIES THROUGHOUT PAKISTAN**

NTN
No. 2011386-2 Dated: _____

BILL OF QUANTITIES (B.O.Q)

S. #	Description of Works	Qty.	Unit	Rate	Amount
1	Supply of (Inverter Type) Split AC units 2ton capacity, having net cooling capacity 24000 BTU with all accessories, safety valve etc, complete units in all respect including all Taxes, transportation charges etc.	200	Nos.	133,060	26,612,000/- ✓
2	Installation charges of (Inverter Type) Split AC units as pointed out by the Engineer with all accessories in all respect.	200	Nos.	2500	500,000/- ✓
3	Copper Piping of (Inverter Type) Split AC units 2 ton Capacity with all relevant accessories with Refrigerent Gas Balancing i.e. Electrical Control wire (Pakistan Cable, Pioneer cable or equivalent), Aero flax Insulation ,Copper Pipe 22 Gauge (Muller or equivalent) Pipe dia 1/4"x 5/16" or as per requirement and after verification of engineer etc. Payment will be made on actual measurement of piping and accessories.	4,000	Rft.	600	2400,000/- ✓
4	Providing & Fixing of Angle Iron Bracket with Anti Rust Paint (L & U Type), If Required	200	set	1500	300,000/- ✓
Total Cost					29,812,000/- ✓

Total Cost in words Two crore Ninty Eight lac and Twelve Thousand only

Note: All Taxes and Transportation Charges Included in quoted rate
Payment will be made as per actual work done at site after old AC and materials hand over to Bank official with necessary acknowledgment



Contractor's Signature with Seal



For NBP

6

Handwritten signatures and dates:
 - Signature: 23/5/22
 - Signature: 23/5/22 for Amount of 2 Crore only
 - Signature: 23/5/22

E-STAMP



ID : PB-LHR-3BB30B30B234CEE2
Type : Low Denomination
Amount : Rs 200/-



Description : AFFIDAVIT - 4
Applicant : FAYSAL BANK LIMITED [00000-0000000-0]
Representative From : FAYSAL BANK LIMITED
Address : LHR
Issue Date : 14-Oct-2022 3:51:02 PM
Delisted On/Validity : 21-Oct-2022
Amount in Words : Two Hundred Rupees Only
Reason : BANK GUARANTEE IN FAVOUR OF NATIONAL BANK OF PAKISTAN
Vendor Information : Sheikh Ejaz Ahmad | PB-LHR-64 | Outside Model Town Courts.

شیخ اعجاز احمد نظام فروش

پون پور، کراچی، پاکستان * * * لاہور نمبر 64

نمبر 30355 اپنی 14/10/2022

نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔

PERFORMANCE GUARANTEE / SECURITY (Bank Guarantee)

Bank Guarantee No. 3038PBG002722
Amount: Rs.1,490,600/-
Issue Dated: 18-10-2022
Expiry on: 17-10-2023
Claim Lodgement Date: 17-10-2023

Name of Guarantor with address: **M/s. Faysal Bank Limited**, a Banking Company, Incorporated under the laws of Pakistan having its Registered Office at Faysal House, Street No.2, Shahrah-e-Faisal Karachi, through its Branch situated at Trade Hub 310 upper mall Lahore.

Name of Principal (Bidder) with address: **Pak Elektron Limited**, 14-KM, Ferozepur Road, Lahore

Total Sum of Guarantee: **Rs. 1,490,600/-** (Rupees : One Million Four Hundred Ninty Thousand Six Hundred Only)

Work Order Ref No. **556** Date 19-07-2022

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the **National Bank of Pakistan Head Office Building, I.I. Chundrigar Road Karachi**, (hereinafter called The "NBP") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for the Supply of Floor Standing (Particulars of Bid) to the said NBP; and

WHEREAS, the NBP has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the NBP, conditioned as under:

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or

(Contd...Page # 02)

[Kindly contact us at 021-32799414 /32795627or guarantees@faysalbank.com for confirming genuineness of bank guarantees]

JAVED AHMED
B-9
FAYSAL BANK LIMITED

FAYSAL BANK LIMITED
310 - UPPER MALL BRANCH LAHORE

AZAL HUSSAIN
B-90
FAYSAL BANK LIMITED

ATTESTED

MALIK MUTI
B-90
Advocate

(Page # 02)

Bank Guarantee No. 3038PBG002722

Amount: Rs.1,490,600/-

Issue Dated: 18-10-2022

Expiry on: 17-10-2023

Claim Lodgement Date: 17-10-2023

(c) failure of the successful bidder to

- (i) furnish the required Parent Company Guarantee, in accordance with Clause 34 of Instructions to Bidders, or
- (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire guaranteed sum be paid immediately to the said NBP including any charity amount for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said NBP in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said NBP for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the NBP the said sum stated above upon first written demand of the NBP without cavil or argument and without requiring the NBP to prove or to show grounds or reasons for such demand notice of which shall be sent by the NBP by registered post duly addressed to the Guarantor at its address given above.

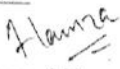
PROVIDED ALSO THAT the NBP shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the NBP forthwith and without any reference to the Principal or any other person.


Notwithstanding anything mentioned hereinabove, our total liability under this guarantee is restricted to the sum of PKR. 1,490,600/- (Rupees One Million Four Hundred Ninety Thousand Six Hundred only) the guarantee will remain valid until the expiry date i.e.17-10-2023 (a calendar date) and any claims hereunder must be received by that date, after which this guarantee will become null and void and must be returned to us for cancellation.

This Guarantee shall be governed and construed by the Laws of Pakistan.


IN WITNESSES whereof this Guarantee is signed by our duly authorized Officer on Our behalf on 18-10-2022.


WITNESSES: -

Signature: 
Name: Muhammad Hamza
CNIC:35202-1943140-7
Address: FBI, Upper Mall Lahore

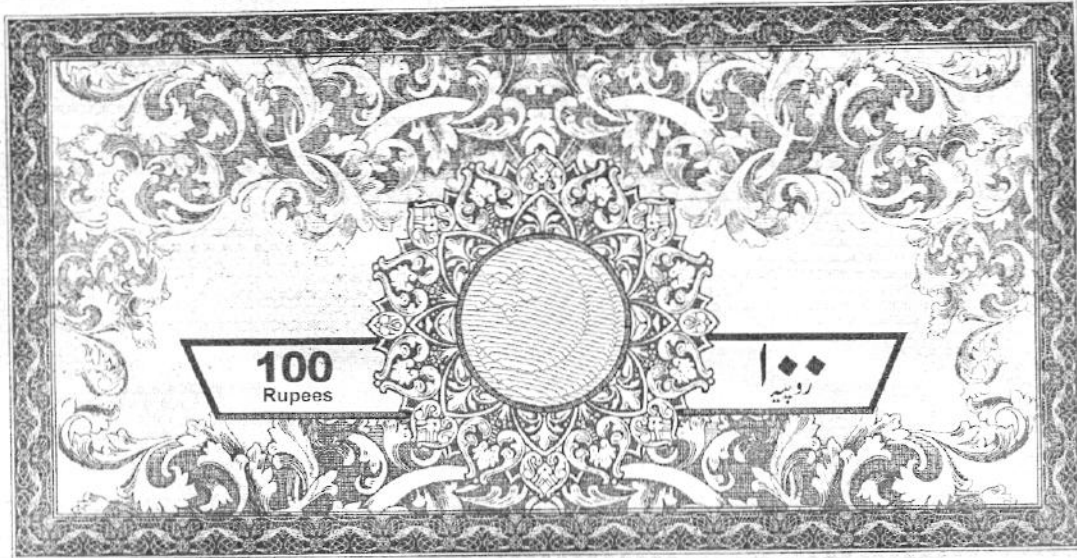
Signature: 
Name: Samar Iqbal Khan
CNIC: 34501-9569715-9
Address: FBI, Upper Mall Lahore

[Kindly contact us at 021-32799414 /32795627 or guarantees@faysalbank.com for confirming genuineness of bank guarantees]


JAVED AHMED
RVP
FAYSAL BANK LIMITED
B-90


FAZAL HUSSAIN
RVP
FAYSAL BANK LIMITED
B-90

FAYSAL BANK LIMITED
310 - UPPER MALL BRANCH, LAHORE



ZELSHAN STAMP VENDOR
Licence No. 14, Shop No. A-6, Block-17 Ruffi Heights
Phase-I, Gulistan-e-Johar, Karachi

01 FEB 2023

(RUPEES ONE HUNDRED ONLY)

S. No. 2258 **A. T. MOOSA MEMON**
Issued to With Address: Advocate High Court
Through With Address: Reg. No: 817 H.C. Karachi.
Purpose: Attached.
Value Rs. Attached.

Integrity Pact

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

Contract Number: NT-02/18/2022-6

Dated: July 20, 2022

Contract Value: PKR 29,812,000/-

Contract Title: Procurement & Installation of Air Conditioners (2-Ton)

M/s Pak Elektron Limited 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 M/s Pak Elektron Limited 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.



M/s Pak Elektron Limited 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.

M/s Pak Elektron Limited 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, M/s Pak Elektron Limited 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by Pak Elektron Limited 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.


National Bank of Pakistan



Pak Elektron Limited


MBM

BID EVALUATION REPORT

As per Rule 35 of PP Rules, 2004

1. Name of Procuring Agency: National Bank of Pakistan
2. Method of Procurement: Through NBP/ PPRA Websites & newspaper as per PPRA rule 36 (b) – Single Stage Two Envelop Procedure
3. Title of Procurement: "Procurement & Installation of Air conditioners"

Supply and Installation of (Inverter Type) Wall Mounted Split Air Conditioners & (Conventional Type) Floor Standing Air Conditioners for NBP Branches / Offices located in different cities throughout Pakistan.

Lot No.	Category - Tonnage Capacity	Quantity
Lot # 1	1-Ton 12,000 BTU Split Air Conditioners (Inverter type)	200
Lot # 2	1.5-Ton 18,000 BTU Split Air Conditioners (Inverter type)	320
Lot # 3	2-Ton 24,000 BTU Split Air Conditioners (Inverter type)	200
Lot # 4	4-Ton 48,000 BTU Floor Standing Air Conditioners (Conventional type)	80

4. Tender Inquiry No.: NT-02/18/2022-6
5. PPRA Ref No. (TSE): TS 473297E & TS 473222E
6. Date & Time of Bid Submission: March 18, 2022 at 11:00 am.
7. Date & Time of Bid Opening: March 18, 2022 at 11:30 am.
8. Criteria for Bid Evaluation: Most Advantageous Bid
9. Details of Bid Evaluation: The followings are the bid evaluation report / comparative statements of the bid amount after checking and corrections.

Category 1 Ton

10. No. of Bids Received: Three 03.

Name of Bidder	Marks		Evaluated Cost in PKR	Rule/Regulation/SBD/Policy/Basis for Rejection/Acceptance as per Rule 35 of PP, 2004
	Technical (if applicable)	Financial (if applicable)		
M/s Pak Elektron Limited (PEL)	Compliant	N/A	19,750,000/-	Most Advantageous Bid
M/s M.M Corporation	Compliant	N/A	30,465,000/-	
M/s. Al Hamid Traders	Compliant	N/A	34,695,600/-	

Category 1.5 Ton

11. No. of Bids Received: Three 03.

Name of Bidder	Marks		Evaluated Cost in PKR	Rule/Regulation/SBD/Policy/Basis for Rejection/Acceptance as per Rule 35 of PP, 2004
	Technical (if applicable)	Financial (if applicable)		
M/s Pak Elektron Limited (PEL)	Compliant	N/A	38,080,000/-	Most Advantageous Bid
M/s M.M Corporation	Compliant	N/A	60,944,000/-	
M/s. Al Hamid Traders	Compliant	N/A	63,849,280/-	

Category 2 Ton

12. No. of Bids Received: Three 03

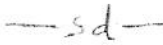
Name of Bidder	Marks		Evaluated Cost in PKR	Rule/Regulation/SBD/Policy/Basis for Rejection/Acceptance as per Rule 35 of PP, 2004
	Technical (if applicable)	Financial (if applicable)		
M/s Pak Elektron Limited (PEL)	Compliant	N/A	29,812,000/-	Most Advantageous Bid
M/s M.M Corporation	Compliant	N/A	44,090,000/-	
M/s. Al Hamid Traders	Compliant	N/A	47,395,400/-	

Category 4 Ton

13. No. of Bids Received: Three 03

Name of Bidder	Marks		Rule/Regulation/SBD/Policy/Basis for Rejection/Acceptance as per Rule 35 of PP, 2004
	Technical (if applicable)	Financial (if applicable)	
M/s Al Hamid Traders	Non-Compliant	N/A	
M/s Pak Elektron Limited (PEL)	Non-Compliant	N/A	
M/s M.M Corporation	Non-Compliant	N/A	

14. Any other additional / supporting information, the procuring agency may like to share: Nil



(Divisional Head)

Procurement Division,

Logistics, Communications & Marketing Group,

2nd Floor, Head Office Building, I.I. Chundrigar Road, Karachi,

021-99220331 / 38902435 / 38902852 and 38902484