

Standard Bidding Document

Enhancement of Existing Variable Refrigerant Flow (VRF) System –38 TR
(Works)

National

Single Stage-Two Envelope



July 03, 2026

*NDMA (National Disaster Management Authority (NDMA)), Director
Near ITP Office, Main Murree Road, Islamabad Capital Territory
Phone: +92-300-500-1238, Email: latifndma@gmail.com*

Table of Contents

REQUEST FOR BIDS	1
Instructions to Bidders	3
Bid Data Sheet	31
Bids Data Sheet (BDS)	32
Eligibility Criteria	36
Evaluation Criteria	37
Jobs/Lots	38
Related Services :	39
Work Specifications and Market Rates	40
Scope of Work	41
Price Schedule	42
General Conditions of Contract	44
Special Conditions of Contract	54
Bid Securing Declaration	59
Contract Form	61
Integrity Pact	64
Performance Guarantee Form	66
Annexure	69
Bidding Document	70
Procurement Forms	71
Contractor's Key Personnel Representative and Their Schedules	1

Financial Resources	1
Past Experience and Completed Contracts	1
Historical Contract Non-Performance, and Pending Litigation and Litigation History	1
Current Contracts and Their Progress	1
Financial Capacity and Net Worth Evaluation Form	1
Average Annual Turnover	1
Additional Forms and Documents	74

REQUEST FOR BIDS

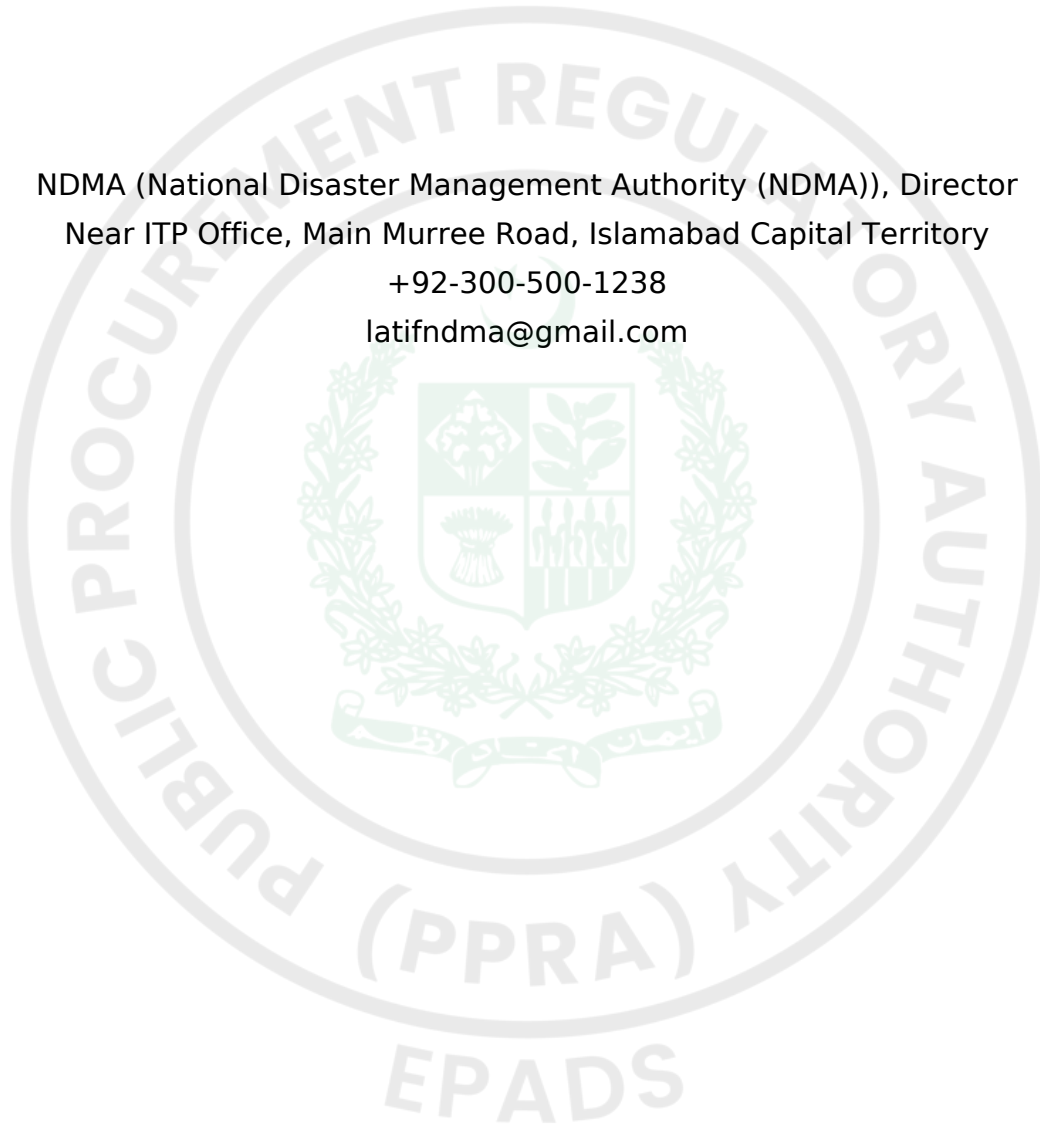
PROCUREMENT OF CIVIL WORKS

1. The **NDMA (National Disaster Management Authority (NDMA))** has reserved Funds for the procurement planned for FY **2026-27**. The **NDMA (National Disaster Management Authority (NDMA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Enhancement of Existing Variable Refrigerant Flow (VRF) System -38 TR**" with the reference of "**P54803**".
2. The **NDMA (National Disaster Management Authority (NDMA))** invites sealed Bids from eligible Bidders for procurement of Works (**Enhancement of Existing Variable Refrigerant Flow (VRF) System -38 TR**) described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-Two Envelope** will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Demand Draft**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/54803>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, July 22, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Wednesday, July 22, 2026 11:30 AM**.

Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

NDMA (National Disaster Management Authority (NDMA)), Director
Near ITP Office, Main Murree Road, Islamabad Capital Territory
+92-300-500-1238
latifndma@gmail.com





Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. Source of Funds

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. Eligible Bidders

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

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

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

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

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

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if -

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

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

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

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

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. Eligible Material and Equipment

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as "Eligible Countries".

B. BIDDING DOCUMENTS

5. Contents of Bidding Documents

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

- Section I -Invitation for Bids
- Section II Instructions to Bidders (ITBs)
- Section III Bid Data Sheet (BDS)
- Section IV Eligible Countries
- Section V Evaluation and Qualification Criteria
- Section VI Works Requirements Technical Specifications & Schedule of Requirements
- Section VII Standard Bidding Forms
- Section VIII General Conditions of Contract (GCC)
- Section IX Particular Conditions of Contract (PCC)
- Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. Clarification of Bidding Document, Pre-bid Meeting

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. Amendment of Bidding Documents

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. Language of Bid

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. Documents Constituting the Bids

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. Forms of Bid

12.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

13. Bid Prices

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. Currencies of Bid and Payment

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. Documents Comprising the Technical Proposal

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII - Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. Bid Validity Period

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. Bid Security or Bid Securing Declaration

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

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

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. Withdrawal of Bids

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. Format and Signing of Bid

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

D. SUBMISSION OF BIDS

20. Submission of Bids through EPADS v2.0

20.1. All bids shall be submitted through EPADS v2.0.

21. Deadline for Submission of Bids

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. Substitution and Modification of bids

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18**.

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. Clarification of Bids

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

26. Preliminary Examination of Bids

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

- 26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- 26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;
- 26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. Submit the number of copies of signed bids required by the invitation;

26.4.2. Furnish required information concerning the number of its employees;

26.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. Examination of Terms and Conditions; Technical Evaluation

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. Correction of Arithmetic Errors

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

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

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

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. **Conversion to Single Currency**

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. Domestic Preference

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

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

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. 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 bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

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

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily;
and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. Procuring agency's Right to reject All Bids

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. Notification of Award

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. Signing of Contract

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. Performance Security (or Guarantee)

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. General Performance of the Bidders

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. Corrupt & Fraudulent Practices

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. Grievance Redressal

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and “Redressal of Grievances Regulations 2021”.

H. MECHANISM OF BLACKLISTING

46. Mechanism of Blacklisting

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024”.



Bid Data Sheet

Bids Data Sheet (BDS)

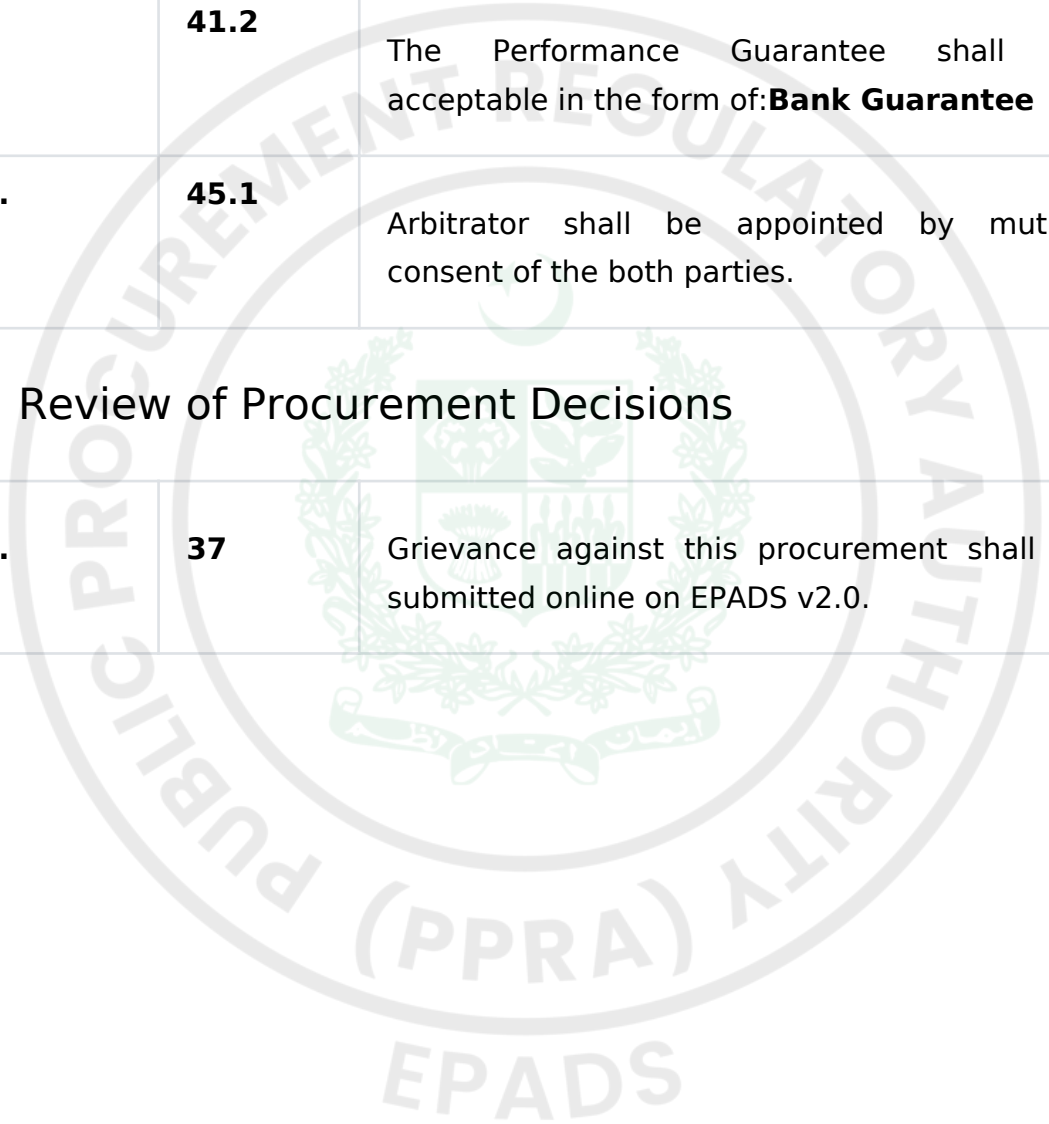
The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	<p>Name of Procuring Agency:NDMA (National Disaster Management Authority (NDMA))</p> <p>The subject of procurement is:Enhancement of Existing Variable Refrigerant Flow (VRF) System -38 TR</p> <p>Expected commencement date: Wednesday, August 5, 2026</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency:2026-27</p> <p>Name and identification number of the Contract: P54803</p>
3.	3.1	<p>JV/Consortium or Association Allowed: No</p> <p>Number of JV/Consortium Members: Nil</p>
B. Bidding Documents		
4.	6.2 & 6.4	<p>The Bidders may seek clarifications through EPADS v2.0: Clarification Date: Wednesday, July 15, 2026</p>

5.	7.2	Any addendum, in case issued, shall be published on NDMA (National Disaster Management Authority (NDMA)) website and on EPADS v2.0 .
C. Preparation of Bids		
6.	8.1	List of documents required along with the bid: No
7.	9.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	11.2	Works and Their related documents: <i>See section Required Scope of Work</i>
9.	11.1	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	11.4	Specifications: <i>see section of specifications.</i>
11.	11.5 & 13.5	The price shall be Fixed . The bid price shall be adjusted in accordance with Appendix provided - Formula for Price Adjustment.
12.	14.1	Currency of the Bids shall be : PKR
13.	16.1	The Bids/Bid Validity period shall be: 180 Days

14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6
15.	17.2	The Bid Security shall be in the form of: Pay Order, Call at Deposit, Demand Draft
16.	15.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	18.1 & 21.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p>Near ITP Office, Main Murree Road, Islamabad Capital Territory</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: Wednesday, July 22, 2026 11:00 AM</p>
E. Opening and Evaluation of Bids		
18.	24.1	<p>The Bids opening shall take place on EPADS v2.0.</p> <p>Day : Wednesday</p> <p>Date: July 22, 2026</p> <p>Time : 11:30 AM</p>

19.	30.2	Selection technique adopted will be: Quality and Cost Based Selection (QCBS) <i>see Evaluation Criteria</i>
F. Award of Contract		
20.	41.1 & 41.2	The Performance guarantee shall: 10.00% . The Performance Guarantee shall be acceptable in the form of: Bank Guarantee
21.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	37	Grievance against this procurement shall be submitted online on EPADS v2.0.



Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	SECP
Company (Public Limited)	PEC
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Certificate of authorized dealership shall be attach	Yes
Must be registered with PEC in C-6 or above	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	70
Passing Marks	49
Technical Evaluation Criteria	
Relevance experience of work done of Rs. 50 million in last 3 years (Quantitative)(Doc Required)	20
Relevance experience of work done of Rs. 50 million in last 3 years (20)	
Relevance experience of work done of Rs. 30 million in last 3 years (12)	
Relevance experience of work done of Rs. 20 million in last 3 years (8)	
Audit Report for last 3 years (Quantitative)(Doc Required)	10
Audit Report for last 3 years (10)	
Audit Report for last 2 years (6)	
Audit Report for last 1 years (4)	
Specification and compatibility of existing system (Quantitative)(Doc Required)	20

Authorized dealership certificate (Quantitative)(Doc Required) Authorized dealer ship certificate (5)	5
Warranty & After-Sales Support (Quantitative)(Doc Required) More than 3 years + onsite support (15) 2-3 years warranty (10) 1 year warranty (5)	15

Jobs/Lots

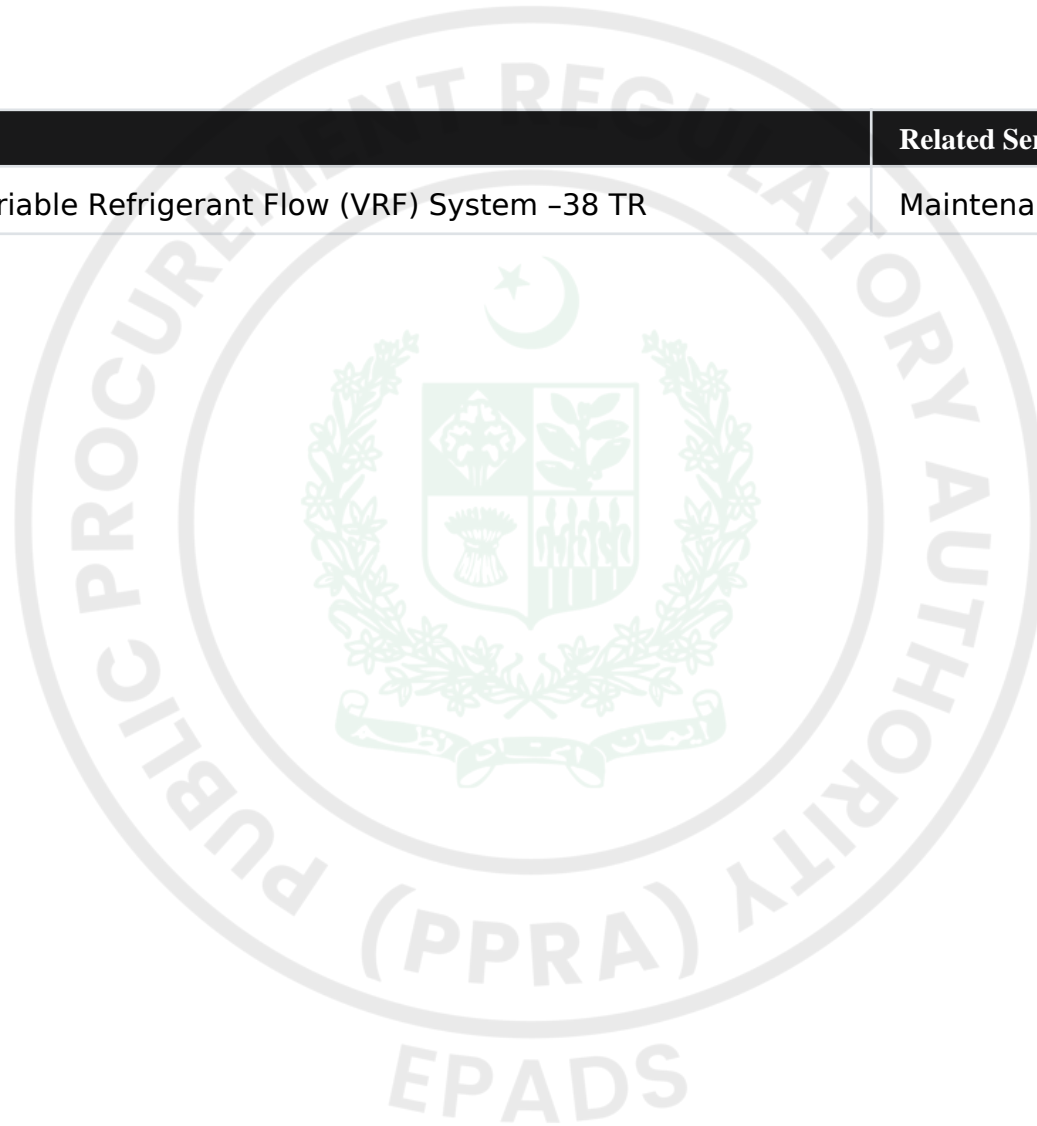
Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
Enhancement of Existing Variable Refrigerant Flow (VRF) System -38 TR	Address: Near ITP Office, Main Murree Road, Islamabad Capital Territory Schedule: 15 Days after award of contract Quantity: 2/Qty	2/Qty	110000 PKR

Related Services :

Yes

Job	Related Services
Enhancement of Existing Variable Refrigerant Flow (VRF) System -38 TR	Maintenance services for 3 years



Work Specifications and Market Rates

Jobs Without Lots :

Job: Enhancement of Existing Variable Refrigerant Flow (VRF) System –38 TR

Specifications / Requirements:

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
1	1	Supply and Installation of VRF Outdoor units having capacity of 19 TR, fully compatible with existing system along with necessary modifications in existing circuits as required. Complete in all respect.	No	2	2,750,000	(Rupees Two Million Seven Hundred Fifty Thousand only)	5,500,000
						GRAND TOTAL:	Rs5,500,000.00

Scope of Work

The National Disaster Management Authority (NDMA) has already installed a Variable Refrigerant Flow (VRF) system of **210 TR capacity** for heating and cooling of the **National Emergency Operations Centre (NEOC)**. Out of this system, **two circuits of 32 TR each (total 64 TR)** are currently serving the NEOC Hall for heating and cooling requirements.

To meet the additional load requirement, **augmentation of each of the existing circuits by adding 2 x 19 TR Outdoor Units** is required to increase the capacity of each circuit accordingly. This enhancement shall include **all necessary modifications to the existing circuits**, including but not limited to **re-sizing of refrigerant piping, ductwork and associated components**, to ensure proper system performance and efficiency.

Since the existing VRF system is of **TCL make**, the proposed outdoor units and associated equipment **must be fully compatible with the existing TCL VRF system**, ensuring seamless integration, control compatibility, and operational reliability.

Price Schedule

For Individual Jobs

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

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

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

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

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

3. Language

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

4. Notices

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

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

5.2. A {DOCUMENTS}

6. Authorized Representatives / Authority of Member in charge

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

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

7. Effectiveness of Contract

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

8. Commencement of Services

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

9. Program schedule

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

10. Starting Date/Expiration Date

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

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

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

12. Modification

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

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

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

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

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

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

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

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

14.2. **By the Contractor**

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

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

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

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

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

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

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

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

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

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

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

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

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

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

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

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

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

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. **Lack of performance penalty**

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

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

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

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

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

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

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

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. Terms and Conditions of Payment

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

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

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC**. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. Correction of Defects, and Lack of Performance Penalty

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

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

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

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: NDMA (National Disaster Management Authority (NDMA)), Director Near ITP Office, Main Murree Road, Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: Enhancement of Existing Variable Refrigerant Flow (VRF) System –38 TR

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

NDMA (National Disaster Management Authority (NDMA)), Director
Near ITP Office, Main Murree Road, Islamabad Capital Territory
+92-300-500-1238
latifndma@gmail.com

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

NDMA (National Disaster Management Authority (NDMA)), Director
Near ITP Office, Main Murree Road, Islamabad Capital Territory
+92-300-500-1238
latifndma@gmail.com

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

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

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.20%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Bank Guarantee**

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

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

For Physical Fitness having No Damages (Certificate from supplier)

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

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

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

Delivery & Documents

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)
- ii. At future of negotiation the dispute shall be resolved through mediation...
- iii. At failure of mediation, arbitration under Arbitration Act 1940...
- iv. Cost sharing equally...
- v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P54803**

To: **NDMA (National Disaster Management Authority (NDMA)), Director Near ITP Office, Main Murree Road, Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

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

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **NDMA (National Disaster Management Authority (NDMA)), Director Near ITP Office, Main Murree Road, Islamabad Capital Territory**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Enhancement of Existing Variable Refrigerant Flow (VRF) System –38 TR (P54803)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

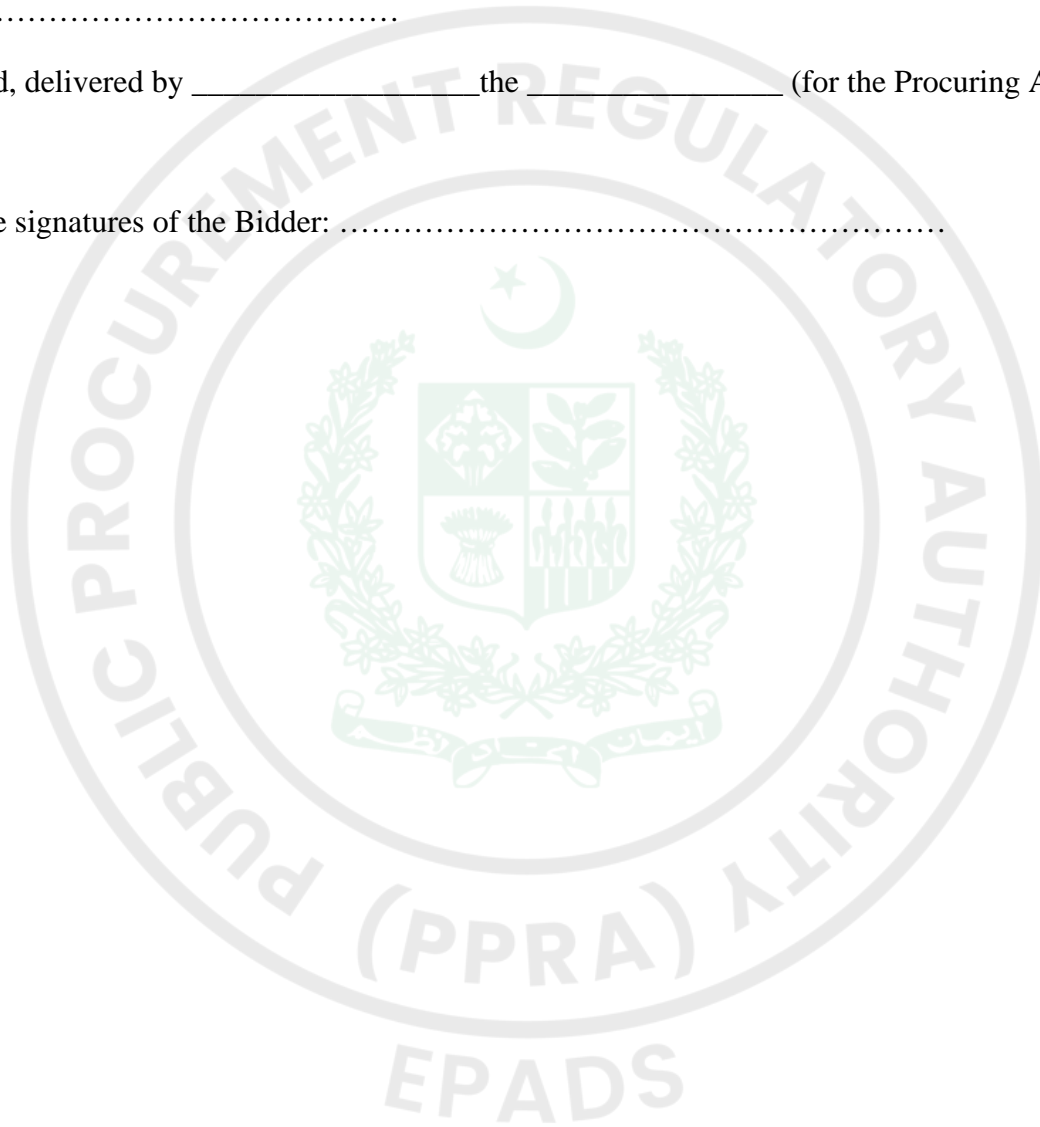
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

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: Contract

Value: Contract Title:

Dated:

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

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **NDMA (National Disaster Management Authority (NDMA)), Director Near ITP Office, Main Murree Road, Islamabad Capital Territory**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Bidding Document

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Document** (page number: 75)





Procurement Forms

Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 139)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 143)

Past Experience and Completed Contracts

Relevant work experience should be attached

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 144)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 145)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 147)

Financial Capacity and Net Worth Evaluation Form

Audited Financial Statement for last 2 years should be attached

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 148)

Average Annual Turnover

Bank statement for last two years should be attached

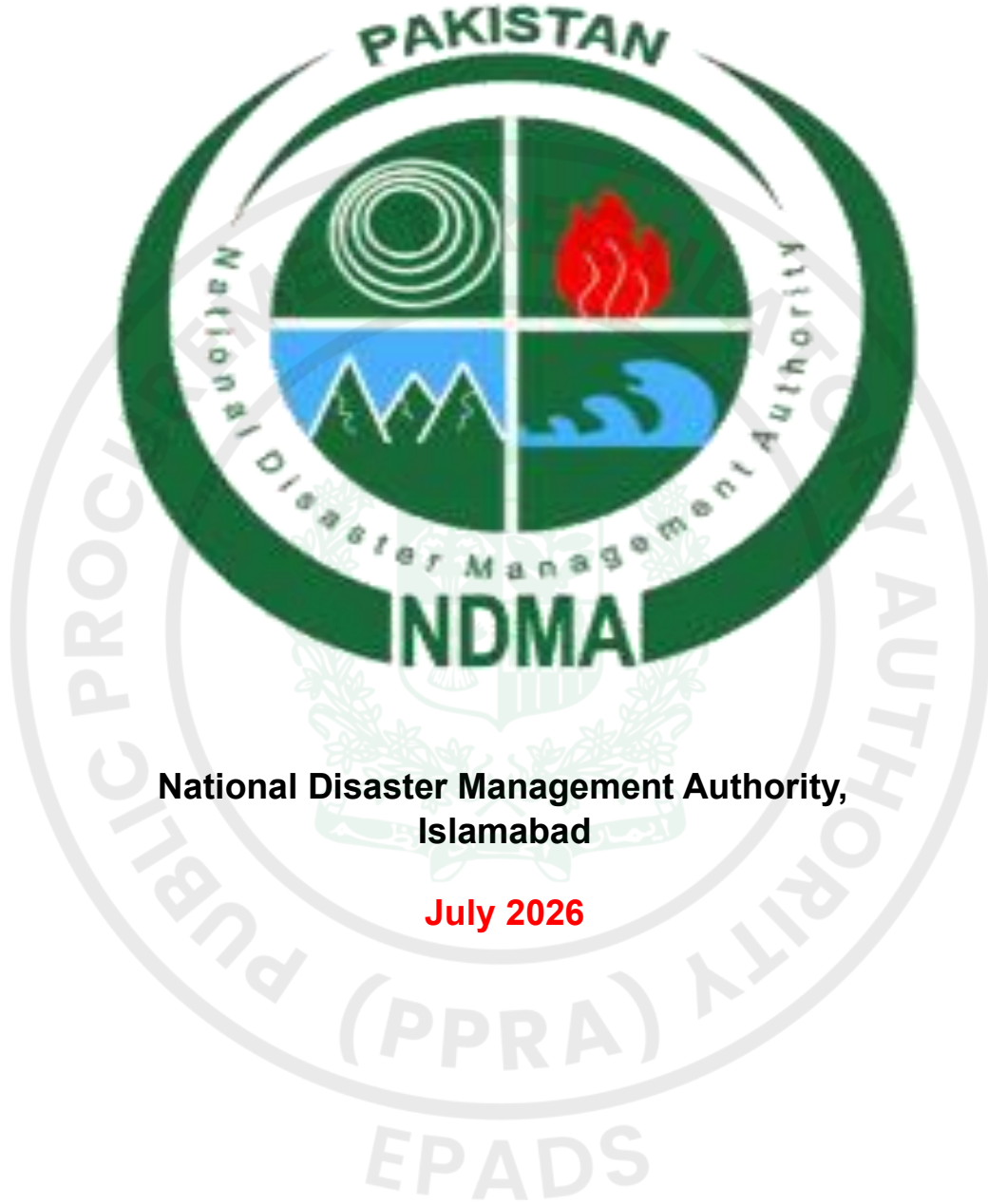
See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 150)





Additional Forms and Documents

**Enhancement of existing VRF System
(National Competitive Bidding)**



**National Disaster Management Authority,
Islamabad**

July 2026

**Bidding Documents
Enhancement of existing Variable
Refrigerant Flow (VRF) System – 38 TR**

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders (ITB).

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

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

Section VI - Standard Forms

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

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts.

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. **Section IX - Contract Forms**

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

Integrity Pact The successful bidder shall be required to furnish Integrity Pact as per the attached format.

SECTION - I
INVITATION TO BIDS

Government of Pakistan
Prime Minister's Office
National Disaster Management Authority
Tender Notice – P54803
Enhancement of Existing
Variable Refrigerant Flow (VRF) System –38 TR

Islamabad, the **July, 2026**

1. NDMA invites **e-bids** from eligible Firms duly registered on **e-PADS** for the Installation /Enhancement of VRF System.
2. The invitation to bids follows the Tender Notice No. **P54803/2026-27** for the subject installation which appeared on the websites of NDMA, EPADS, PPRA's.
3. The expenditure of the planned installation will be meet out of the National Disaster Management Fund (NDMF) during FY-2026-27.
4. The bidding shall be conducted in line with the procedure of the Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by PPRA (from time to time), and is open to all potential bidders on e-PADS.
5. All bids must be accompanied by a Bid Security as given in bid-data sheet in form of Pay Order/ Demand Draft. **Moreover, the original bid security along with hardcopy of the bidding documents must be delivered at the address mentioned below on or before the bid submission deadline before 1100 hours on 22 July, 2026 (Wednesday).**
6. All interested bidders are required to register and submit their bids online at <https://eprocure.gov.pk>. The e-bids (or the technical part of the bids, as the case may be) will be opened at 1130 hours on the same day in the presence of bidders' representatives who choose to attend the opening at NDMA Headquarters, Islamabad



**Government of Pakistan
Prime Minister's Office
National Disaster Management Authority
Islamabad**



E-BIDDING TENDER NOTICE

**Enhancement of existing
Variable Refrigerant Flow (VRF) System – 38 TR**

National Disaster Management Authority (NDMA), Islamabad intends to invite e-bids from authorized distributors/ suppliers/ service providers etc and duly registered with Income Tax and Sales Tax for the **Enhancement of existing VRF System - 38 TR**. The firms shall be in Active Taxpayer List (ATL) of the Federal Board of Revenue and duly registered on EPADS. The firm shall be responsible for ensuring, an after-sales service facility for the delivered / installed system at the site location.

2. The interested bidders are required to register and submit their bids online at <https://eprocure.gov.pk>. The electronic bids prepared in accordance with the instructions prescribed in the bidding documents shall be submitted through EPADS on or before 1100 hours dated **22 July, 2026 (Wednesday)**. All bids must be accompanied by a Bid Security as given in bid-data sheet in form of Pay Order/ Demand Draft. Moreover, the original bid security along with hard copy of the bidding documents shall be delivered at the address mentioned below on or before the bid submission deadline i.e. **1100 hours on 22 July, 2026 (Wednesday)**.

3. Electronic bids will be opened through EPADS at 1130 hours on the same day in the presence of bidders' representatives who chose to attend in the bid opening at NDMA Headquarters Islamabad.

**Director (Procurement)
National Disaster Management Authority,
Islamabad
Tel: 051-9030821, 051-9030854, 051-9030857**

SECTION: II
INSTRUCTIONS TO BIDDERS (ITBS)

A. INTRODUCTION

1. Scope of Bid	1.1	National Disaster Management Authority (NDMA) invites eBids for Enhancement of existing VRF System having capacity 210 TR as indicated in the Bid-data Sheet (BDS) and Section V - Technical Specifications & Schedule of Requirements . The successful bidders will be expected to install the goods within the specified period and timeline(s) as stated in the BDS .
2. Source of Funds	2.1	Source of funds is referred in Clause-3 of invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract.
	3.2	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.3	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by NDMA to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of NDMA regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.

	3.4	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or
		<p>firm, insolvent;</p> <p>(b) payment in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier or contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.5	Bidders shall provide to NDMA evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.6	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the NDMA, as the NDMA shall reasonably request.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.

5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and NDMA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addendum issued in accordance with <i>ITB 9.2</i> include:</p> <p>Section I - Invitation to Bids Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet (BDS) Section IV - Eligible Countries Section V - Technical Specifications, Schedule of Requirements Section VI – Forms-Bid Section VII - General Conditions of Contract (GCC) Section VIII - Special Conditions of Contract (SCC) Section IX - Contract Forms</p>
	7.2	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the NDMA through EPADS.
	8.2	NDMA will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1 .
	8.3	NDMA's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.
	8.4	Should the NDMA deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.

	8.5	If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those
		during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by NDMA exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, NDMA for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be uploaded on NDMA Website and EPADS. Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the NDMA may, at its discretion, extend the deadline for the submission of Bids: Provided that the NDMA shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NDMA shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Contributing the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid completed in accordance with ITB 14 and 15 . b) Details of the Sample(s) where applicable and requested in the BDS . c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the
		<p>manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;</p> <p>e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;</p> <p>f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</p> <p>h) Any other document required in the BDS.</p>

	11.2	<p>Where a sample(s) is required by NDMA, the sample shall be:</p> <ul style="list-style-type: none"> a) Submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; b) Carriage paid c) received on, or before, the closing time and date specified by NDMA. d) evaluated to determine compliance with all characteristics listed in the BDS. e) Lab testing of samples shall be done on expense of the firm.
	11.3	<p>NDMA shall retain the sample(s) of the successful Bidder, if required so. NDMA shall reject the Bid if the sample(s)-</p> <ul style="list-style-type: none"> a) do(es) not conform to all characteristics prescribed in the bidding documents; and b) is/are not submitted within the specified date and time.
	11.4	<p>Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p>
	11.5	<p>Samples made up from materials supplied by NDMA shall not be returned to a Bidder nor shall NDMA be liable for the cost of making them.</p>
	11.6	<p>All samples produced from materials belonging to an unsuccessful bidder shall be kept by N D M A till thirty (30) days from the date of award of contract or exhaust ` of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p>
<p>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</p>	12.1	<p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.</p>
	12.2	<p>The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p>

	12.3	<p>The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a detailed description of the essential technical specifications and performance characteristics of the Goods; b. an item-by-item commentary on the NDMA's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications c. any other procurement specific documentation requirement as stated in the BDS.
	12.4	<p>The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by NDMA.</p>
	12.5	<p>For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by NDMA in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the NDMA's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
	12.6	<p>The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.</p>
<p>13. Documents Establishing Eligibility and Qualification of the Bidder</p>	13.1	<p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.</p>
	13.2	<p>The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of NDMA that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".</p>

	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of NDMA that:</p> <ol style="list-style-type: none"> a. in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan; b. The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in
--	------	--

		<p>BDS.that the Bidder meets the qualification criteria listed in the Bid Data Sheet,</p>
14. Form of Bid	14.1	<p>The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.</p>
15. Bid Prices	15.1	<p>The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.</p>
	15.2	<p>All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.</p>
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <ol style="list-style-type: none"> a. where there is only one (substantially) responsive bidder, or b. where there is provision for alternate proposals and the respective items are not listed in the other bids, the NDMA may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	<p>The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid.</p>
	15.5	<p>The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.</p>

	<p>15.6 Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For goods manufactured from within Pakistan</p> <p>i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or</p> <p>B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded</p>
--	--

	<p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p>
	<p>15.7 Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by NDMA. This, shall not in any way limit the NDMA's right to contract on any of the terms and conditions offered:- a) For Goods:</p> <p>i. the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii. all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</p> <p>i. The price of the related services, and</p> <p>ii. All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	<p>15.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.</p>

	15.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	Price shall be quoted in Pakistani Rupees. The quoted price should be firm, final and clearly written / typed both in digits and in words without any ambiguity. The price should include all government applicable taxes, duties, delivery and installation charges etc. The rates / prices against each item shall be entered against each item with Genuine Serial Number.
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by NDMA. A Bid valid for a shorter period shall be rejected by NDMA as non-responsive.
	17.2	Under exceptional circumstances, prior to the expiration of

		the initial Bid validity period, NDMA may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with ITB 18 in all respects.
18. Bid Security	18.1	Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by NDMA and in the amount and currency specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	The Bid Security is required to protect NDMA against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9 .

18.3	<p>The Bid Security shall be denominated in Pak rupees and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a) a bank guarantee, or another form acceptable to NDMA and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) pay order/ demand draft c) another security if indicated in the BDS
18.4	<p>The Bid Security shall be in accordance with the Form of the Bid Security included in Section VI (Standard Forms) or another form approved by NDMA prior to the Bid submission.</p>
18.5	<p>The Bid Security shall be payable promptly upon written demand by NDMA in case any of the conditions listed in ITB 18.9 are invoked.</p>
18.6	<p>Any Bid not accompanied by a Bid Security in accordance with ITB 18.1 or 18.3 shall be rejected by NDMA as non-responsive, pursuant to ITB 28.</p>
18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by NDMA pursuant to ITB 17. NDMA shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: a) the expiry of the Bid Security; b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; c) the rejection by NDMA of all Bids;</p>
	<p>d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.</p>
18.8	<p>The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 43.</p>
18.9	<p>The Bid Security may be forfeited: a) if a Bidder:</p> <ul style="list-style-type: none"> i. withdraws its Bid during the period of Bid Validity as specified by NDMA, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; <li style="text-align: center;">or ii. does not accept the correction of errors pursuant to ITB 30.3; or <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB 41; or ii) to furnish performance security (or guarantee) in accordance with ITB 43.

19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by NDMA, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by NDMA.
20. Withdraw, Substitution and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS request.
21. Preparation of bids	21.1	Registered suppliers on EPADS shall prepare online e-bid

D. SUBMISSION OF BIDS

22. Procedure of bid	22.1	The bidding procedure is Single Stage Two Envelope
23. Deadline for Submission of Bids	23.1	Bids shall be received by the NDMA through EPADS no later than the date and time specified in BDS
	23.2	NDMA may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of NDMA and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	EPADS does not provide option for late bid submission.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by NDMA prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The NDMA will open all Bids through EPADS, in public, in the presence of Bidders' or their representatives who choose to attend, at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance
	26.2	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify NDMA against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.3	NDMA shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum. The name of the bidder, the bid price if applicable and the present or absence of a bid security.
	26.4	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.5	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence NDMA processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact NDMA on any matter related to the Bidding process, it
		should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the NDMA may, ask any Bidder for a clarification through EPADS of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the NDMA shall not be considered.

	28.2	The request for clarification and the response shall be in writing through EPADS. Only the correction of arithmetic errors discovered by the NDMA in the evaluation of Bids should be sought in accordance with ITB 31.
	28.3	The alteration or modification in THE BID which in any effect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact NDMA on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, NDMA will determine whether each Bid: a) meets the eligibility criteria defined in ITB 3 and ITB 4 ; b) has been prepared as per the format and contents defined by NDMA in the Bidding Documents; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Bidding Documents. NDMA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that:- a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, NDMA's rights or the Bidders obligations under the Contract; or c) if rectified would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	NDMA will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.

	29.4	If a Bid is not substantially responsive, it will be rejected by NDMA and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions' Technical Evaluation	30.1	NDMA shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	NDMA shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the NDMA determines that the bid is not substantially responsive in accordance with ITB 29, it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of NDMA there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by NDMA in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited in accordance with ITB 18.9 .

32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, NDMA will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1	NDMA shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2	NDMA's evaluation of a Bid will take into account: a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods by the Bidder, if a contract is awarded to the Bidder;
	33.3	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS : a) delivery schedule offered in the Bid b) deviations in payment schedule from that specified in the Special Conditions of Contract; c) the cost of components, mandatory spare parts and service. d) other specific criteria indicated in the ITBs and/or in the Technical Specifications.
34. Domestic Preference	34.1	If the BDS so specifies, the NDMA will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by PPRA from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where NDMA adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

	35.2	<p>NDMA may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <p>i. Where the NDMA knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and</p>
		<p>functionalities; or</p> <p>ii. Where the NDMA, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods:</p> <p>In such cases, NDMA may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
36. Post- qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	<p>Where the Bid price is considered to be abnormally low, NDMA shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <p>(a) NDMA may reject a Bid if NDMA has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</p> <p>(b) Before rejecting an abnormally low Bid NDMA shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</p> <p>(c) The decision of NDMA to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</p> <p>(d) NDMA shall not incur any liability solely by rejecting abnormally low Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the NDMA's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p>

	36.3	NDMA will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary
		evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as NDMA deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event NDMA will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

37. Criteria of Award	37.1	Subject to ITB 36 and 38, NDMA will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: <ul style="list-style-type: none"> a) a minor alteration to the technical details of the statement of requirements; b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; c) a minor amendment to the special conditions of Contract; d) finalizing payment arrangements; e) delivery arrangements; f) the methodology for provision of related services; or g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, NDMA may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, NDMA shall not reopen earlier negotiations.

39. Procuring Agency's Right to reject all Bids.	39.1	NDMA reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	NDMA shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.

40. Procuring Agency's <i>Right to Vary Quantities at the Time of Award</i>	40.1	NDMA reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, NDMA shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified for the award by the NDMA prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the NDMA will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price)
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2.
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , NDMA will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security to the Bidders pursuant to ITB 18.7.
42. Signing of Contract	42.1	Promptly after notification of award, NDMA shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and NDMA shall sign the contract.

	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to NDMA a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: <ul style="list-style-type: none"> a. Pay order / demand draft. b. bank guarantee confirmed by a reputable local bank.
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event NDMA may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	NDMA (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors/ Manufacturers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	NDMA shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

	48.2	Any Bidder feeling aggrieved by any act of NDMA after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or NDMA not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority (PPRA) on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	48.8	The committee shall call the record from NDMA or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	Mechanism defined Public Procurement Rule-19 and “Regulations for Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024” shall be applicable.
-------------------------------	------	--

SECTION-III
BID DATA SHEET (BDS)

The following specific data for supply of Laptop computers shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

A. INTRODUCTION

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	1.1	<p>Name of Agency: National Disaster Management Authority, Islamabad.</p> <p>The subject of installation is: Enhancement of existing Variable Refrigerant Flow (VRF) System – 38 TR (2 x 19-ton outdoor units, one for each circuit) in already installed system of 210ton</p> <p>Period for delivery /installation of goods: As mutually agreed between NDMA and the selected / most advantageous bidder.</p> <p>Commencement date for delivery of goods: As per agreed terms and conditions in the work order/ contract agreement.</p> <p><u>Scope of Bid</u></p> <p>The National Disaster Management Authority (NDMA) has already installed a Variable Refrigerant Flow (VRF) system of 210 TR capacity for heating and cooling of the National Emergency Operations Centre (NEOC). Out of this system, two circuits of 32 TR each (total 64 TR) are currently serving the NEOC Hall for heating and cooling requirements.</p> <p>To meet the additional load requirement, it is proposed to augment each of the existing circuits by adding 2 x 19 TR Outdoor Units, thereby increasing the capacity of each circuit accordingly. This enhancement shall include all necessary modifications to the existing circuits, including but not limited to re-sizing of refrigerant piping, ductwork, and associated components, to ensure proper system performance and efficiency.</p> <p>Since the existing VRF system is of TCL make, the proposed outdoor units and associated equipment must be fully compatible with the existing TCL VRF system, ensuring seamless integration, control compatibility, and operational reliability.</p>

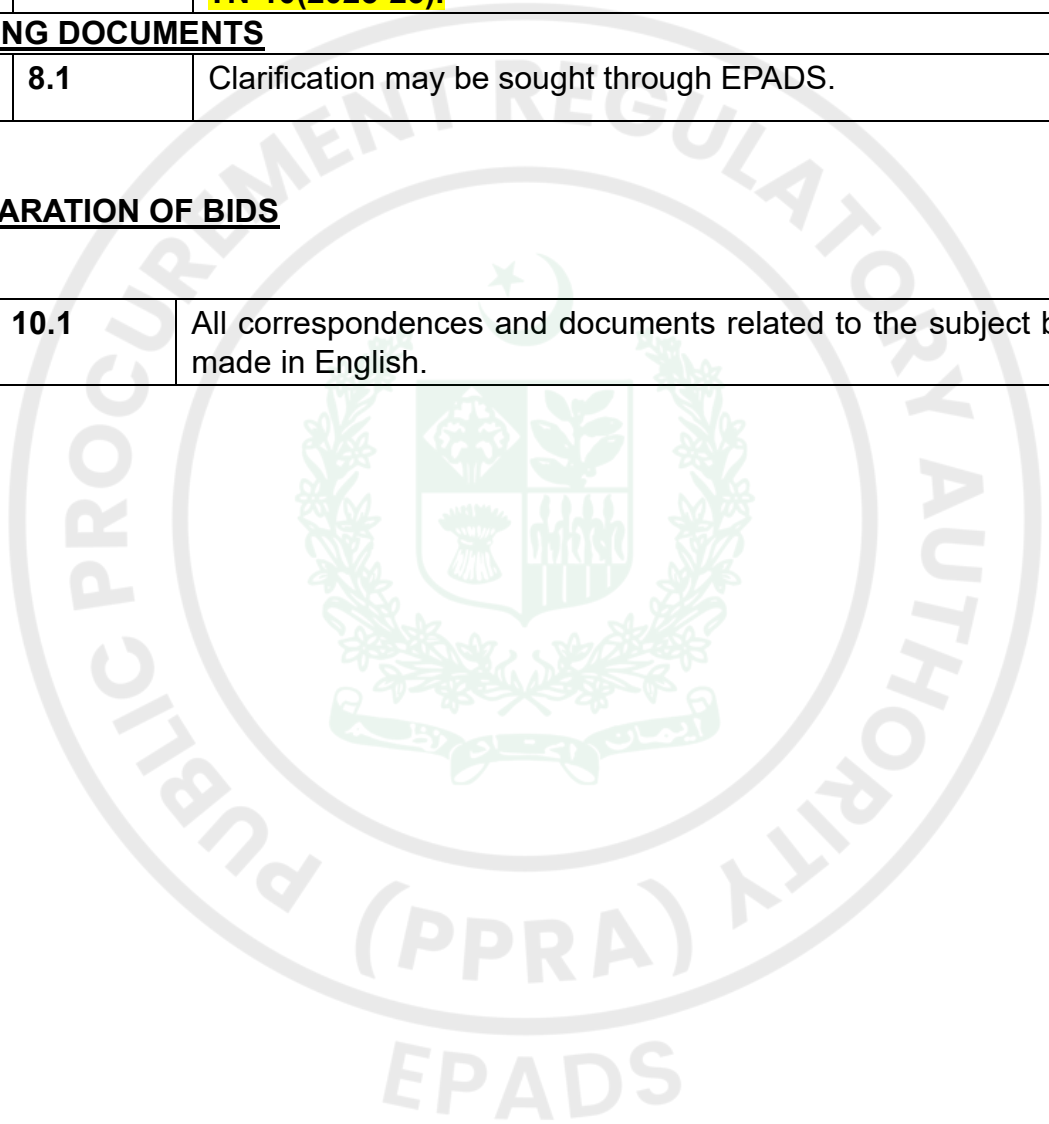
2	2.1	<p>Financial Year for the operations of the Procuring Agency: FY 2025-26.</p> <p>Name of Project: Enhancement of existing Variable Refrigerant Flow (VRF) System – 30 TR</p> <p>Name of financing institution: National Disaster Management Authority, Islamabad.</p> <p>Name and identification number of the Contract: Enhancement of existing Variable Refrigerant Flow (VRF) System – 30 TR TN-10(2025-26).</p>
---	-----	---

B. BIDDING DOCUMENTS

4.	8.1	Clarification may be sought through EPADS.
----	-----	--

C. PREPARATION OF BIDS

4.	10.1	All correspondences and documents related to the subject bid shall be made in English.
----	------	--



5.	11.1 (h)	<p>In addition to the documents stated in ITB 11, the following documents must be included with the proposals: -</p> <p>i. Mandatory Documents ii. Form of Bid. iii. Bid Security. iv. Proof of the registration of firm with Income Tax and Sales Tax.</p> <p>v. Active Taxpayer List (ATL) certificate /proof.</p> <p>vi. An Affidavit on Rs. 100/- stamp paper duly attested by Notary Public, that the firm is not blacklisted by the government/ semi government department as per specimen attached.</p> <p>vii. An Affidavit on Rs. 100/- stamp paper duly attested by Notary public, that the firm will provide original/ genuine and brand-new products and not the substandard, poor quality, fake/ counterfeited products / items. viii. Undertaking that firm will provide after sale service for a period of one year.</p> <p>Supporting Documents ix. Company registered office including manpower and outlets details.</p> <p>x. Proof of authorized dealership / distributor where applicable.</p> <p>xi. List of previous clients showing relevant experience and satisfactory report (completion certificate/ purchase orders etc.). xii. Bank statement for the past one year along with a certificate from the relevant bank confirming a minimum annual business turnover of PKR 5 million.</p> <p>Note: Bidders unable to fulfill the above-mentioned mandatory documents and failure to provide the supporting documents shall be treated as technically disqualified and will not be considered for further evaluation.</p>
6.	15.7	The price quoted shall be inclusive of all the taxes, duties and delivery at NDMA HQ Islamabad. NDMA shall evaluate the bid item wise.
7.	15.9	The quoted price shall be fixed.
8.	16.1 (a)	The currency of the bid shall be Pakistani Rupees.
9.	17.1	The bid validity shall be 90 days after opening of the bids.
10.	18.1	<p>The amount of Bid Security shall be Rs. 160,000/- (Rupees One Hundred Sixty Thousand only). (NDMA FTN # 9011104-4)</p> <p>The currency of the Bid Security shall be: Pak Rupees</p> <p>The Bid Security in hard form shall be submitted to the following address before submission deadline. Bid security shall not be accepted after submission deadline and the Bid shall be rejected: -</p> <p style="text-align: center;">Deputy Director (Procurement) National Disaster Management Authority, Headquarters, Main Murree Road, Near ITP Office, Islamabad</p>

11.	18.3	The Bid Security shall be in the form of Pay order/ Demand Draft in favor of Director (Procurement), NDMA. Bid security of the unsuccessful bidders will be returned by the Director (Procurement). Bid security of the successful bidder will be returned after signing of contract agreement and deposit of performance security.
12.	21.1	The firm shall submit bids online through EPADS.
13.	21.2	For bid submission through a representative, a written authorization-signed and stamped by the head of the company on its official letterhead is required.

D. SUBMISSION OF BIDS

14.	22.2 (a)	The interested bidders are required to register and submit their bids online at https://eprocure.gov.pk . The electronic bids must be submitted through EPADS within due date and time. Hard copy of bids shall be submitted at NDMA HQ before bid closing date and time.
15.	22.2 (b)	Title of the subject Enhancement of existing Variable Refrigerant Flow (VRF) System – 30 TR . Tender Number: TN-10/2025-26
16.	23.1	The deadline for bid submission is as under: - a. Day : Friday b. Date: 03-10-2025 c. Time: 1100 Hours

E. OPENING AND EVALUATION OF BIDS

17	26.1	The bid shall be opened in the presence of bidders' representatives at the following address: - <ul style="list-style-type: none"> • Venue - NDMA Headquarters, Islamabad. • Day: Friday • Date: 03-10-2025 • Time: 1130 Hours
18	32.2	The currency that shall be used for bid evaluation is Pak Rupee.
19	35	Evaluation Techniques The bids shall be evaluated on the basis of Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory technical specifications / requirements and / or requisite quality threshold and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid/ most advantageous bidder. in exigent circumstances, time and cost both shall be the decisive factors to ascertain most advantageous bidder. NDMA reserves the right to declare as the most advantageous bidder the firm offering the minimum delivery period.

20.	33.5 (b)	Delivery schedule. Firm shall clearly mention delivery time in their bid. The Successful bidder shall deliver the items within mutually agreed time period as per requirement by NDMA preferably within 3-5 working days after issuance of PO.
-----	----------	--

F. Award of Contract

21.	43.1	The Performance Security (or guarantee) shall be up to 10% of the contract cost.
22.	43.2	The Performance Security (or guarantee) shall be in the form of Pay Order/ Demand Draft which shall be submitted within 2 working days after issuance of purchase order.
23.	44.1	The Advance Payment is not permissible.
24.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

25.	48.1	Grievances Committee of NDMA Director (Admin), Secretary Grievances Redressal Committee, National Disaster Management Authority, HQ, Main Murree Road, Near ITP Office, Islamabad.
26.	48.6	The Address of Appellate Redressal Committee to submit a copy of grievances: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G5/2, Islamabad, Tel: +92-51-9202254

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

**SECTION V:
TECHNICAL SPECIFICATIONS / REQUIREMENTS**

General Requirements	<p>The National Disaster Management Authority (NDMA) has already installed a Variable Refrigerant Flow (VRF) system of 210 TR capacity for heating and cooling of the National Emergency Operations Centre (NEOC). Out of this system, two circuits of 32 TR each (total 64 TR) are currently serving the NEOC Hall for heating and cooling requirements.</p> <p>To meet the additional load requirement, it is proposed to augment each of the existing circuits by an additional 15 TR, thereby increasing the capacity of each circuit accordingly. This enhancement shall include all necessary modifications to the existing circuits, including but not limited to re-sizing of refrigerant piping, ductwork, and associated components, to ensure proper system performance and efficiency.</p> <p>Since the existing VRF system is of TCL make, the proposed outdoor units and associated equipment must be fully compatible with the existing TCL VRF system, ensuring seamless integration, control compatibility, and operational reliability.</p>
VRF Out Units	<p>2 x 19 TR outdoor units fully compatible with existing system. Supply and installation along with necessary modifications in existing circuits.</p>
Testing & Commissioning	<ul style="list-style-type: none">• Functional testing of and protection of systems• Insulation resistance test• Performance test at full load• Earthing and other protection guidelines
Warranty & Support	<ul style="list-style-type: none">• Minimum 3 Year warranty and on-site service support

Note:-

(1). Firm shall give undertaking to provide after sale service.

SECTION: VI - Forms

1. **Form of Bid**
2. **Form of Qualification Information**
3. **Letter of Acceptance**
4. **Blacklisting Certificate**
5. **Undertaking / Certificate**
6. **Credential Evaluation proforma**



Bill of Quantity (BOQ)

Sr	Description	Qty	Rate	Amount
1	Supply and Installation of VRF Outdoor units having capacity of 19 TR, fully compatible with existing system along with necessary modifications in existing circuits as required. Complete in all respect.	2		
Total Amount				
Total Amount with GST				



Form 1: Form of Bid

Date:

To: **Deputy Director (Procurement)**
NDMA, Islamabad.

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Enhancement of existing VRF system by 38 TR capacity, in conformity with the said Bidding Documents.

We are hereby confirming National Disaster Management Authority, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

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

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

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

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

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

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

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

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

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

Dated this _____ day of _____ 20_____.

(Name) _____

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

FORM 2: FORM OF QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures	1.1 Constitution or legal status of Bidder: <i>[attach copy]</i> Place of registration: <i>[insert]</i> Principal place of business: <i>[insert]</i> Power of attorney of signatory of Bid: <i>[attach]</i>
	1.2 Total annual volume of Services performed in <i>(insert period)</i> years, locally or internationally traded currency specified in the Bid Data Sheet: <i>[insert]</i>
	1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last <i>(insert period)</i> years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of PA and contact person	Type of Services provided and year of completion	Value of Contract
(a)			

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			

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

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

1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

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

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.10 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.
- 1.11 Statement of compliance with the requirements of ITB 3.4.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

<p>2. Additional Requirements</p>	<p>Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.</p>
--	---

We, the undersigned declare that

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

delete statement which does not apply]

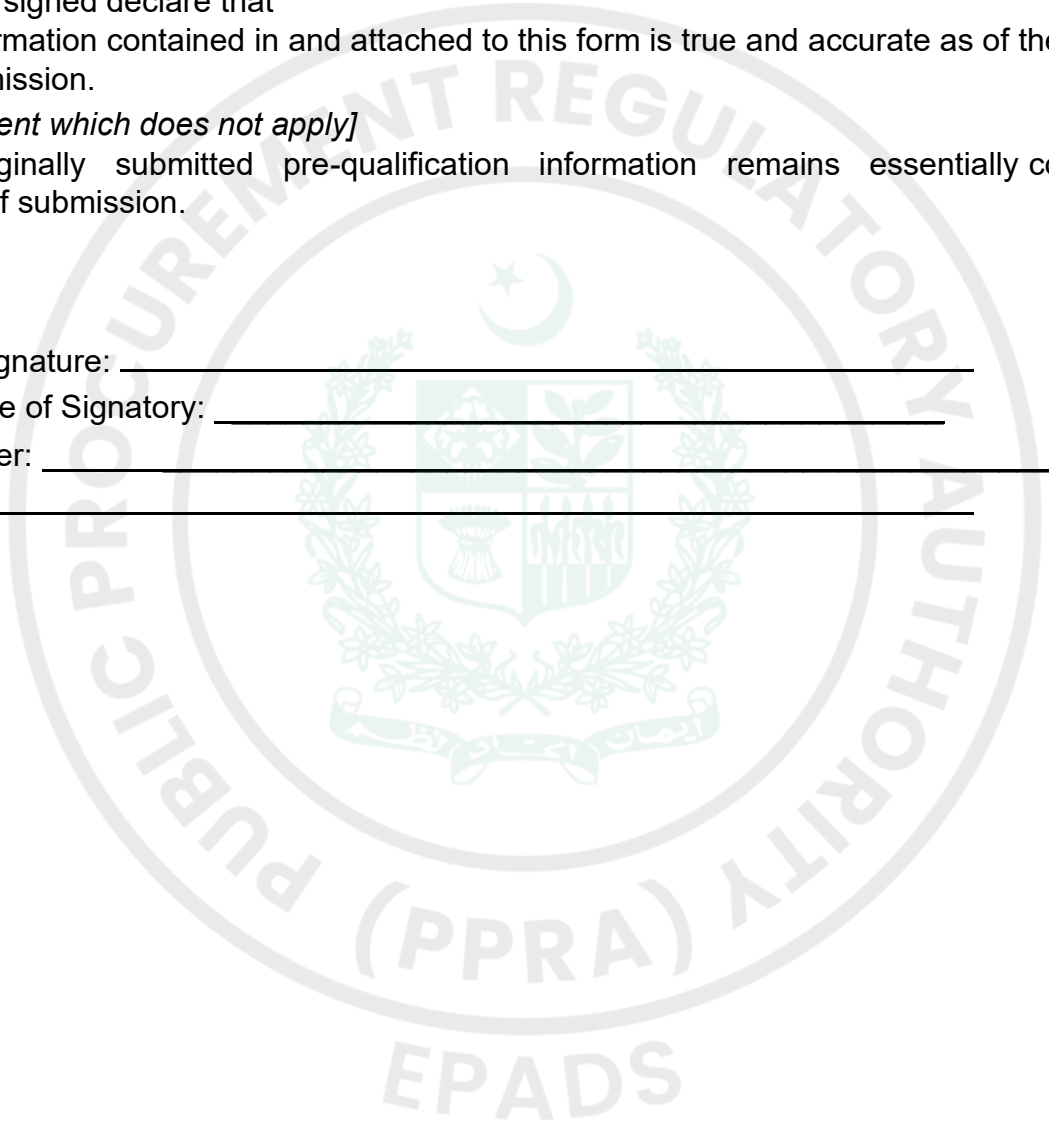
(b) The originally submitted pre-qualification information remains essentially correct as of date of submission.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



Form 3: Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Supplier]*

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

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

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

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

Authorized Signature: Name and Title of Signatory: Name of Agency: Attachment: Contract

Copy: Appointing Authority and Supplier

Form-4

(Must be printed on Rs. 100/- stamp paper)

Black-Listing Certificate

Certified that M/s..... has not been Black listed by any public or private sector organization in Pakistan

M/s. _____

Contact person . _____

Address: _____

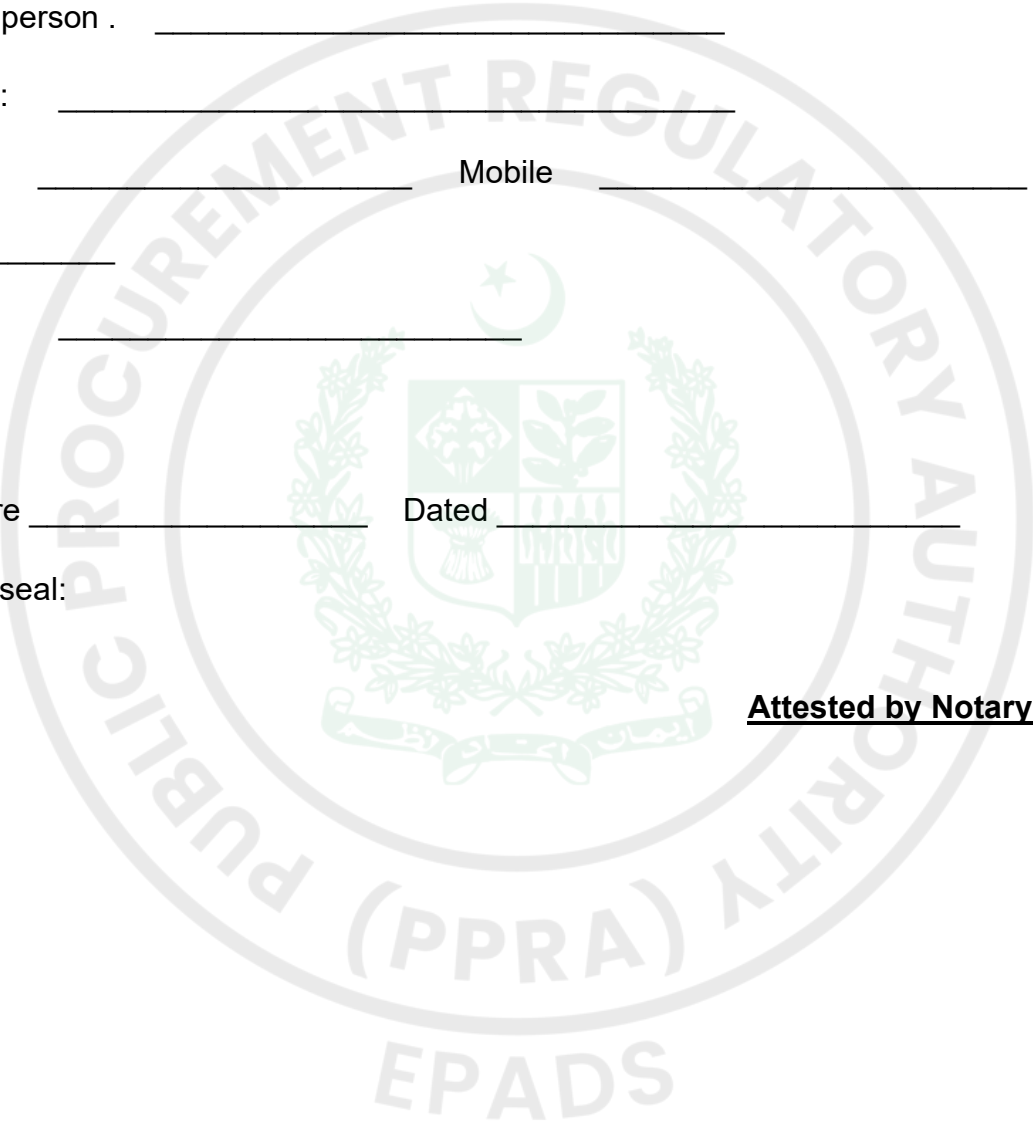
Tel # _____ Mobile _____ Fax. _____

_____ Email. _____

Signature _____ Dated _____

Agency seal:

Attested by Notary Public



Form-5

(Must be printed on Rs. 100/- stamp paper)

Undertaking / Certificate

The firm will provide only original / genuine and brand-new products according to NDMA Specifications and not substandard, poor quality, fake / counterfeited products / items.

If provided items/ information found false, or the firm found Black listed / debarred by any organization in Pakistan, or any criminal proceedings found in any court of law, the contract of the firm will be immediately terminated without assigning any reason and making any refund/ payment. Further the performance security given by the firm will also be confiscated and blacklisting / debarment proceedings may also be initiated against the firm.

M/s. _____

Contact person . _____

Address: _____

Tel # _____ Mobile _____ Fax. _____

Email. _____

Signature _____ Dated _____

Agency seal:

Attested by Notary Public

Form -6

**Credential evaluation (: Enhancement of existing Variable Refrigerant Flow (VRF)
System – 30 TR)**

Sr.	Name of firms	Compulsory Requirements					Supporting Documents					Total marks 50 30 & above = A Less than 30 = B
		Bid Form	Bid Security	Proof of registration with FBR – Income Tax & Sales Tax	Proof of Active Tax Payer (ATL)	An Affidavit on Rs.100/- value stamp paper for nonblacklisting	An Affidavit on Rs.100/- stamp paper for goods/ services according to NDMA specs	certificate from the relevant bank showing annual business turnover Rs. 25.0 Mn	Bank Statement for the last one year	Company details including manpower, strength, warehouses etc.	Experience work order /Satisfactory report from previous clients in similar product	
		Yes/No	Yes/ No	Yes/ No	Yes/No	Yes/No	10 points	10 points	10 points	10 points	10 points	Total 50
		1	2	3	4	5	6	7	8	9	10	11
1												
2												
3												
4												

5														
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--



**SECTION VII:
GENERAL CONDITIONS OF THE CONTRACT**

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a. “Authority” means National Disaster Management Authority (NDMA)
			b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
			c. The “Contract” means the agreement entered into between NDMA and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e. “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f. “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g. The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			i. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the NDMA under Contract
			j. “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by NDMA upon fulfillment of the condition’s precedent stipulated in GCC Clause 3 .

			<p>k. “Procuring Agency” means the person named as NDMA in the SCC and the legal successors in title to this person, procuring the Goods and related</p>
			<p>service, as named in SCC.</p>
			<p>l. “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p>
			<p>m. “GCC” means the General Conditions of Contract contained in this section.</p>
			<p>n. “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.</p>
			<p>o. “SCC” means the Special Conditions of Contract.</p>
			<p>p. “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by NDMA and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p>
			<p>q. “Project Name” means the name of the project stated in SCC.</p>
			<p>r. “Day” means calendar day.</p>
			<p>s. “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p>
			<p>t. “End User” means the organization(s) where the goods will be used, as named in the SCC.</p>
			<p>u. “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p>

			<p>v. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p style="text-align: right;">For the purposes of this Contract, “Force</p>
--	--	--	--

			<p>Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
			<p>w. “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by NDMA.</p>
			<p>x. The Supplier's Bid is the completed Bid document submitted by the Supplier to NDMA.</p>
2.	Application and interpretation	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
		2.2	<p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p>

		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority</p> <ol style="list-style-type: none"> 1. Form of Contract 2. Special Conditions of Contract 3. General Conditions of Contract, 4. Letter of Acceptance 5. Certificate of Contract Commencement 6. Specifications 7. Contractor's Bid, and 8. Any other document listed in the Special Conditions of Contract as forming part of the Contract
--	--	-----	---

3.	Conditions precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a. Submission of performance Security (or guarantee) in the form specified in the SCC; b. Furnishing of Advance Payment Unconditional Guarantee
		3.2	<p>If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.3	<p>If NDMA is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
4.	Governing Language	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and NDMA shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	Applicable Law	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.</p>
6.	Country of Origin	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>

7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without NDMA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NDMA in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without NDMA's prior written
			consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of NDMA and shall be returned (all copies) to NDMA on completion of the Supplier's performance under the Contract if so required by NDMA.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify NDMA against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.

		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to NDMA by the Supplier herein shall remain vested in the supplier, or, if they are furnished to NDMA directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to NDMA no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to NDMA, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to NDMA as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms: a. A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or b. Pay order/ Demand Draft
		10.4	The performance security (or guarantee) will be
			discharged by NDMA and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC
11.	Inspections and Test	11.1	NDMA or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to NDMA. SCC and the Technical Specifications shall specify what inspections and tests NDMA shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to NDMA
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, NDMA may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to NDMA.
		11.4	NDMA's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in NDMA's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by NDMA or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by NDMA.

13.	Delivery /Installation and Documents	13.1	Delivery / Installation of the Goods shall be made by the Supplier/ firm in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .
		13.2	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by NDMA or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :

			<p>Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;</p> <p>Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>Training of NDMA's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
		16.2	<p>Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
17.	Spare Parts		<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
			<p>a. Such spare parts as NDMA may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b. In the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> i. advance notification to NDMA of the pending termination, in sufficient time to permit NDMA to procure needed requirements; and ii. following such termination, furnishing at no cost to NDMA, the blueprints, drawings, and specifications of the spare parts, if requested.

18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by NDMA, specifications) or from
			any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		18.3	NDMA shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to NDMA other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , NDMA may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which NDMA may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC

		19.2	The Supplier's request(s) for payment shall be made to NDMA in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by NDMA, after submission of an invoice or claim by the Supplier
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the

			Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in NDMA's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	NDMA may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for NDMA; b. The method of shipment or packing; c. The place of delivery; and/or d. The Services to be provided by the Supplier.

		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of NDMA change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither NDMA nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party
24.	Sub-contracts	24.1	The Supplier shall consult NDMA in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by NDMA in the Schedule of Requirements.

EPADS

		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify NDMA in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, NDMA shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, NDMA may consider termination of the Contract pursuant to GCC Clause 26 .
27.	Termination for	27.1	NDMA or the Supplier, without prejudice to any other
	Default		remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

		27.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ol style="list-style-type: none"> a. the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by NDMA pursuant to GCC Clause 24; or b. the Supplier fails to perform any other obligation(s) under the Contract; c. Supplier’s failure to submit performance security (or guarantee) within the time stipulated in the SCC; d. the supplier has abandoned or repudiated the contract. e. the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f. a payment is not paid by NDMA to the Supplier g. NDMA gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by NDMA; and h. if NDMA determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract <p>For the purpose of this clause: “Corrupt and Fraudulent Practice” means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p>
		27.4	<p>In the event NDMA terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, NDMA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to NDMA for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
28.	Termination for	28.1	Notwithstanding the provisions of GCC Clauses 25,

	Force Majeure		<p>26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.</p>
		28.	<p>If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by NDMA in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
29.	Termination for Insolvency	29.1	<p>NDMA may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NDMA</p>
30.	Termination for Convenience	30.1	<p>NDMA, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NDMA's convenience,</p>

			the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by NDMA at the Contract terms and price. For the remaining Goods, NDMA may elect: <ul style="list-style-type: none"> a. To have any portion completed and delivered at the Contract terms and prices; and / or b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should NDMA and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.

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

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: National Disaster Management Authority, Main Muree Road, near ITP office, Islamabad
2.	1.1 (j)	The Supplier is: <i>[Name and address]</i>
3.	1.1 (q)	The title of the subject Installation or The Project is: Enhancement of existing VRF System - 38 TR
Governing Language (GCC 4)		
4	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan
Country of Origin (GCC 6)		
6	6.1	Country of Origin is Pakistan
Performance Security (or guarantee) (GCC 10)		
7	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be 10% of contract price.
8	10.4	After delivery and acceptance of the Goods, 50% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
Inspections and Tests (GCC 11)		
9	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.
Delivery and Documents (GCC Clause 13)		
Warranty (GCC Clause 18)		

12	18.2	GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be _ hours of operation or _ months from date of acceptance of the Goods or () months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or
		<p>consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;">Or</p> <p>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p> <p>Note. This clause will be covered in contract agreement.</p>
13.	18.4 & 18.5	The period for correction of defects in the warranty period is: 1 Year Note. This clause will be covered in contract agreement.
Payment (GCC Clause 19)		
14.	19.1	<p>The method and conditions of payment to be Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied from within Pakistan:</p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>i. Advance Payment: No advance payment is allowed.</p> <p>ii. On Acceptance: The full amount of the Contract Price shall be paid to the Supplier after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
Prices (GCC 20)		
Liquidated Damages (GCC Clause 26)		
16.	25.1	Applicable rate: <i>0.2% per day of undelivered quantity value</i>
Procedure for Dispute Resolution (GCC Clause 32)		

17.	32.3	<p>Dispute Resolution</p> <p><u>For Contracts to be entered with nationals of Pakistan</u></p> <p>1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the</p>
		<p>termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties</p> <p>3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad and proceedings will be conducted in – English language</p> <p>4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
Notices (GCC Clause 35)		
18.	35.1	<p>Procuring Agency’s address for notice purposes: Deputy Director (Procurement) National Disaster Management Authority, Main Murree Road, Near ITP office, Islamabad.</p> <p>Supplier’s address for notice purposes:</p>

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between *[National Disaster Management Authority, NDMA having its established office at Main Muree Road, near ITP office, Islamabad]* of Pakistan (hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - a. This form of Contract;
 - b. the Form of Bid and the Price Schedule submitted by the Bidder;
 - c. the Schedule of Requirements;
 - d. the Technical Specifications;
 - e. the Special Conditions of Contract
 - f. the General Conditions of the Contract;
 - g. the Procuring Agency’s Letter of Acceptance; and
 - h. *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Witness to the signatures of the Procuring Agency:-----

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

Witness to the signatures of the Supplier:

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: _____ **Contract Value:** _____ **Contract Title:** _____
Dated: _____

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

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

[Buyer]

[Seller/Supplier]



Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
5.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
6.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>
--

Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details	Address of Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned [insert either “Contractor’s Representative” or “Key Personnel” as applicable] , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor’s Representative orKey Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor’s Representative orKey Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor’s Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

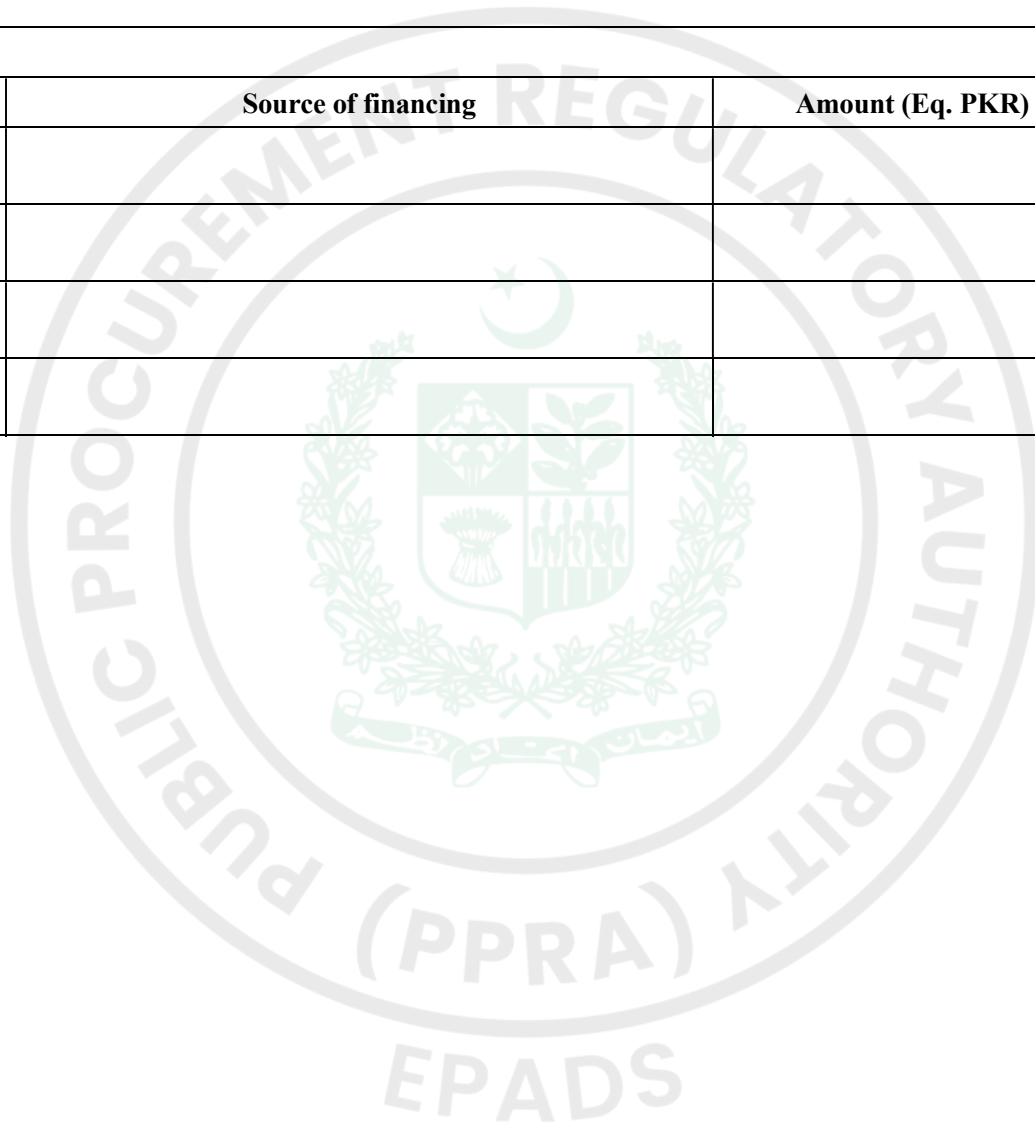
Signature: _____

Date: (day/month/year): _____

Financial Resources

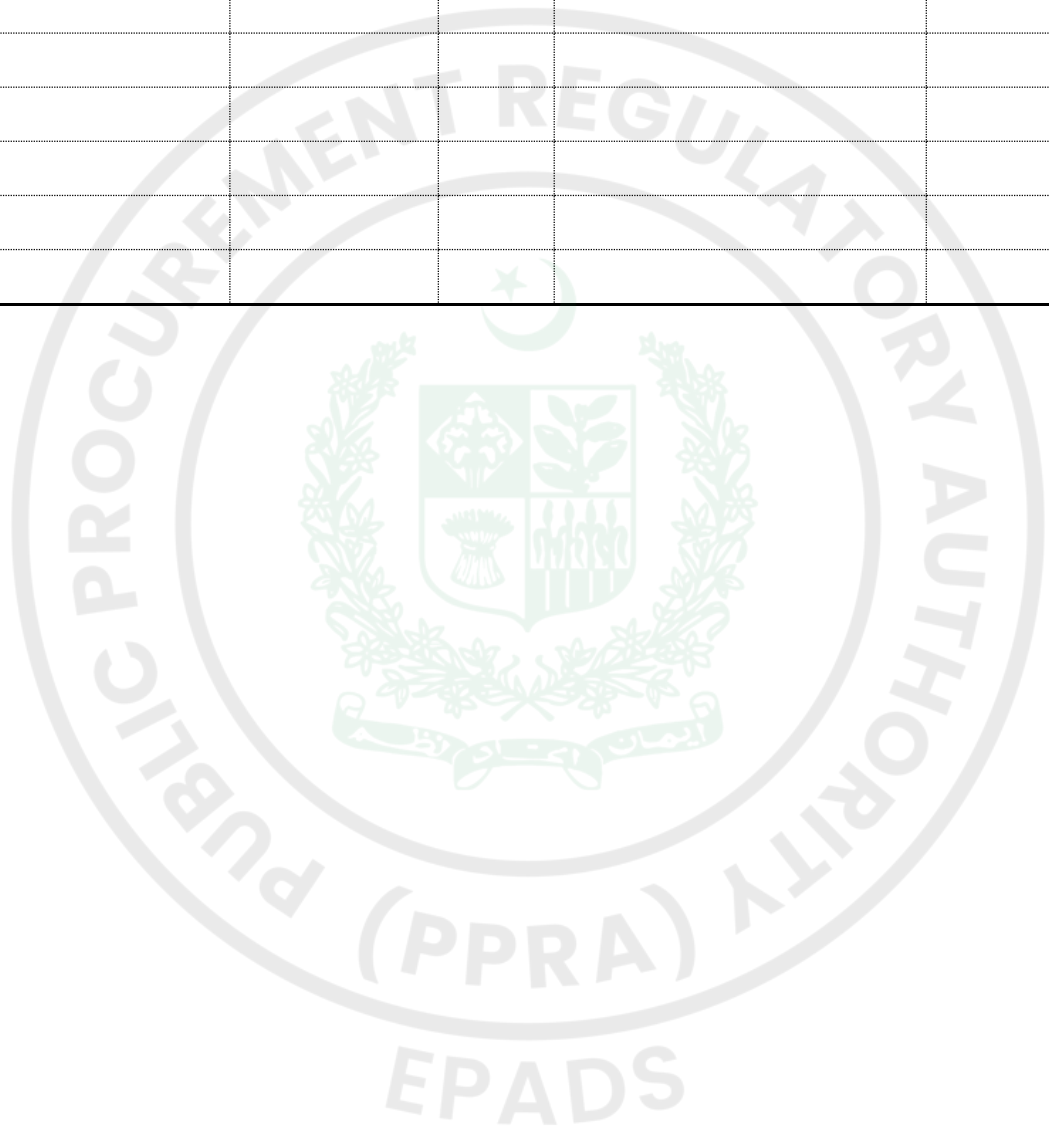
Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		



Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR/month]
1					
2					
3					
4					
5					

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
			Average Annual Turnover **

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.