

**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 <b>Enhancement of existing VRF System having capacity 210 TR</b> as indicated in the <b>Bid-data Sheet (BDS)</b> and <b>Section V - Technical Specifications &amp; Schedule of Requirements</b> . The successful bidders will be expected to install the goods within the specified period and timeline(s) as stated in the <b>BDS</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 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 | <p>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:</p> <ul style="list-style-type: none"> <li>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.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>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</li> <li>f) Submit more than one Bid in this Bidding process.</li> </ul> |

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|                                        | 3.4 | A Bidder may be ineligible if –<br>(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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| 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**

|                                       |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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| 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><b>Section I</b> - Invitation to Bids<br/> <b>Section II</b> - Instructions to Bidders (ITBs)<br/> <b>Section III</b> - Bid Data Sheet (BDS)<br/> <b>Section IV</b> - Eligible Countries<br/> <b>Section V</b> - Technical Specifications, Schedule of Requirements<br/> <b>Section VI</b> – Forms-Bid<br/> <b>Section VII</b> - General Conditions of Contract (GCC) <b>Section VIII</b> - Special Conditions of Contract (SCC) <b>Section IX</b> - 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 <b>ITB 23.1</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                       | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                   | 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.<br>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:<br>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

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| 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 <b>BDS</b> . 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 <b>BDS</b> , in which case, for purposes of interpretation of the Bidder, the translation shall govern.                                                                                                                  |
| 11. Documents and Sample(s) Contributing the Bid | 11.1 | <p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Form of Bid completed in accordance with <b>ITB 14</b> and <b>15</b>.</li> <li>b) Details of the Sample(s) where applicable and requested in the <b>BDS</b>.</li> <li>c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Documentary evidence established in accordance with <b>ITB 13.3(a)</b> that the Bidder has been authorized by the</li> </ul>                                                                               |
|                                                  |      | <p>manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;</p> <ul style="list-style-type: none"> <li>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;</li> <li>f) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18</b>;</li> <li>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>h) Any other document required in the <b>BDS</b>.</li> </ul> |

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|                                                                                                                      | 11.2 | Where a sample(s) is required by NDMA, the sample shall be:<br>a) Submitted as part of the bid, in the quantities, dimensions and other details requested in the <b>BDS</b> ;<br>b) Carriage paid<br>c) received on, or before, the closing time and date specified by NDMA.<br>d) evaluated to determine compliance with all characteristics listed in the <b>BDS</b> .<br>e) Lab testing of samples shall be done on expense of the firm. |
|                                                                                                                      | 11.3 | NDMA shall retain the sample(s) of the successful Bidder, if required so. NDMA shall reject the Bid if the sample(s)-<br>a) do(es) not conform to all characteristics prescribed in the bidding documents; and<br>b) is/are not submitted within the specified date and time.                                                                                                                                                               |
|                                                                                                                      | 11.4 | Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.                                                                                                                                 |
|                                                                                                                      | 11.5 | Samples made up from materials supplied by NDMA shall not be returned to a Bidder nor shall NDMA be liable for the cost of making them.                                                                                                                                                                                                                                                                                                     |
|                                                                                                                      | 11.6 | 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).                                                                                                                                                                   |
| 12. Documents<br>Establishing Eligibility of<br>Goods and Related<br>Services and Conformity to<br>Bidding Documents | 12.1 | Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.                                                                                                                                                                    |
|                                                                                                                      | 12.2 | The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.                                                                                                                                                     |

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|                                                                                 | 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"> <li>a detailed description of the essential technical specifications and performance characteristics of the Goods;</li> <li>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</li> <li>c. any other procurement specific documentation requirement as stated in the <b>BDS</b>.</li> </ul> |
|                                                                                 | 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 <b>specified in the BDS</b> following commencement of the use of the goods by NDMA.</p>                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                 | 12.5 | <p>For purposes of the commentary to be furnished pursuant to <b>ITB 12.3(c)</b> 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13. Documents<br>Establishing Eligibility<br>and Qualification of the<br>Bidder | 13.1 | <p>Pursuant to <b>ITB 11</b>, 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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|  | 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"> <li>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;</li> <li>The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in</li> </ol> |
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|                 |      | <b>BDS.</b> that the Bidder meets the qualification criteria listed in the Bid Data Sheet,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 14. Form of Bid | 14.1 | The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 15. Bid Prices  | 15.1 | The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                 | 15.2 | All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                 | 15.3 | <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"> <li>where there is only one (substantially) responsive bidder, or</li> <li>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.</li> </ol> |
|                 | 15.4 | The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                 | 15.5 | The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|  | <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> |
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|  | <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 <b>BDS</b>.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the <b>BDS</b>.</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:- <b>a) For Goods:</b></p> <p>i. the price of the Goods, quoted as per applicable INCOTERMS as specified in the <b>BDS</b> 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>b) For Related Services</b></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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|                         | 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                                                                                                                                                                                                                                                                                                                                                            |

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|                  |      | 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 <b>ITB 18</b> 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 <b>ITB 18</b> in all respects. |
| 18. Bid Security | 18.1 | Pursuant to <b>ITB 11</b> , unless otherwise specified in the <b>BDS</b> , 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 <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .                                                                                                                                                                                                                                                                                                                                                                            |
|                  | 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 <b>ITB 18.9</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| 18.3 | <p>The Bid Security shall be denominated in Pak rupees and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) pay order/ demand draft</li> <li>c) another security if indicated in the <b>BDS</b></li> </ul>                                                                                                                                 |
| 18.4 | <p>The Bid Security shall be in accordance with the Form of the Bid Security included in <b>Section VI (Standard Forms)</b> 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 <b>ITB 18.9</b> are invoked.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 18.6 | <p>Any Bid not accompanied by a Bid Security in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by NDMA as non-responsive, pursuant to <b>ITB 28</b>.</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 <b>ITB 17</b>. 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 <b>ITB 41</b>, or furnishing the performance security (or guarantee), pursuant to <b>ITB 43</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 18.9 | <p>The Bid Security may be forfeited: a) if a Bidder:</p> <ul style="list-style-type: none"> <li>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 <b>ITB 17.2</b>;</li> <li style="text-align: center;">or</li> <li>ii. does not accept the correction of errors pursuant to <b>ITB 30.3</b>; <b>or</b></li> </ul> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB 41</b>; or ii) to furnish performance security (or guarantee) in accordance with <b>ITB 43</b>.</li> </ul>                                 |

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| 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**

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| 22. Procedure of bid                | 22.1 | <b>The bidding procedure is Single Stage Two Envelope</b>                                                                                                                                                                                                                                                                        |
| 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 <b>ITB 9</b> , 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 <b>ITB 22</b> .                                                                                                                                                                                              |

## **E. OPENING AND EVALUATION OF BIDS**

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| 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 <b>ITB 27.2</b> 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.                                                      |

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|                                     | 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:<br>a) evaluation & qualification criteria;<br>b) required scope of work or specifications;<br>c) all securities requirements;<br>d) tax requirements;<br>e) terms and conditions of bidding documents.<br>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:<br>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b> ;<br>b) has been prepared as per the format and contents defined by NDMA in the Bidding Documents;<br>c) is accompanied by the required securities; and<br>d) is substantially responsive to the requirements of the Bidding Documents.<br>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:-<br>a) affects in any substantial way the scope, quality, or performance of the Services;<br>b) limits in any substantial way, inconsistent with the Bidding Documents, NDMA's rights or the Bidders obligations under the Contract; or<br>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 <b>ITB 11, 12</b> and <b>13</b> 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.                                                                                                                                                                                                                                                                                                           |

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|                                                               | 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 <b>GCC</b> and the <b>SCC</b> 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 <b>ITB 22</b> , to confirm that all requirements specified in <b>Section V – Schedule of Requirements, Technical Specifications</b> 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 | <p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>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.</li> </ul> |
|                                                               | 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 <b>ITB 18.9</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| 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 <b>BDS</b> .                                                                                                                                                                                                                                                                                                                                                |
| 33. Evaluation of Bids                     | 33.1 | NDMA shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                            | 33.2 | NDMA's evaluation of a Bid will take into account:<br><br>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 <b>BDS</b> :<br>a) delivery schedule offered in the Bid<br>b) deviations in payment schedule from that specified in the Special Conditions of Contract;<br>c) the cost of components, mandatory spare parts and service.<br>d) other specific criteria indicated in the <b>ITBs</b> and/or in the Technical Specifications.       |
| 34. Domestic Preference                    | 34.1 | If the <b>BDS</b> 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.                                                                                                                                                                                                                                                                                                          |

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|                                                                            | 35.2 | <p>NDMA may adopt the Quality &amp; 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 <b>specified in Evaluation Criteria</b> 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|  | 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**

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| 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:<br>a) eligible in accordance with the provisions of ITB 3;<br>b) is determined to be qualified to perform the Contract satisfactorily; and<br>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:<br>a) a minor alteration to the technical details of the statement of requirements;<br>b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;<br>c) a minor amendment to the special conditions of Contract;<br>d) finalizing payment arrangements;<br>e) delivery arrangements;<br>f) the methodology for provision of related services; or<br>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.                                                                                                                                                                                                                                                                                                                                                                                                 |

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| 39. Procuring Agency's<br>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.                                                          |

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| 40. Procuring Agency's<br><i>Right to Vary Quantities<br/>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 <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2.</b>                                                                                                                                                                                 |
|                                                                                    | 41.4 | Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 43</b> , 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 <b>ITB 18.7.</b>                                                                                                                       |
| 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 <b>after fulfillment of all conditions precedent</b> of the Contract Form, the successful Bidder and NDMA shall sign the contract.                                                                                                                                                                                                                                    |

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|                                         | 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 <b>BDS and SCC</b> , 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 <b>BDS</b> which shall be in any of the following: <ul style="list-style-type: none"> <li>a. Pay order / demand draft.</li> <li>b. bank guarantee confirmed by a reputable local bank.</li> </ul>                                         |
|                                         | 43.3 | Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> 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**

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

|   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | 2.1 | <p>Financial Year for the operations of the Procuring Agency: <b>FY 2025-26.</b></p> <p>Name of Project: <b>Enhancement of existing Variable Refrigerant Flow (VRF) System – 30 TR</b></p> <p>Name of financing institution: <b>National Disaster Management Authority, Islamabad.</b></p> <p>Name and identification number of the Contract: <b>Enhancement of existing Variable Refrigerant Flow (VRF) System – 30 TR</b><br/> <b>TN-10(2025-26).</b></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.  | <b>11.1 (h)</b> | <p>In addition to the documents stated in ITB 11, the following documents must be included with the proposals: -</p> <p><b>i. <u>Mandatory Documents</u></b> 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. <b>viii. Undertaking that firm will provide after sale service for a period of one year.</b></p> <p><b><u>Supporting Documents</u></b> ix. Company registered office including manpower and outlets details.</p> <p><b>x. Proof of authorized dealership / distributor where applicable.</b></p> <p><b>xi.</b> List of previous clients showing relevant experience and satisfactory report (completion certificate/ purchase orders etc.). <b>xii.</b> 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.  | <b>15.7</b>     | 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.  | <b>15.9</b>     | The quoted price shall be fixed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 8.  | <b>16.1 (a)</b> | The currency of the bid shall be Pakistani Rupees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9.  | <b>17.1</b>     | <b>The bid validity shall be 90 days after opening of the bids.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 10. | <b>18.1</b>     | <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;"><b>Deputy Director (Procurement)</b><br/> <b>National Disaster Management Authority,</b><br/> <b>Headquarters, Main Murree Road, Near ITP Office, Islamabad</b></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 <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a> . 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 <b>Enhancement of existing Variable Refrigerant Flow (VRF) System – 30 TR</b> . Tender Number: <b>TN-10/2025-26</b>                                                                                                                                                                        |
| 16. | 23.1     | The deadline for bid submission is as under: -<br><br>a. <b>Day : Friday</b><br>b. <b>Date: 03-10-2025</b><br>c. <b>Time: 1100 Hours</b>                                                                                                                                                                        |

#### E. OPENING AND EVALUATION OF BIDS

|    |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17 | 26.1 | The bid shall be opened in the presence of bidders' representatives at the following address: -<br>• <b>Venue - NDMA Headquarters, Islamabad.</b><br>• <b>Day: Friday</b><br>• <b>Date: 03-10-2025</b><br>• <b>Time: 1130 Hours</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 18 | 32.2 | The currency that shall be used for bid evaluation is Pak Rupee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 19 | 35   | <b>Evaluation Techniques</b> The bids shall be evaluated on the basis of Least Cost Based Selection (LCBS)<br><br>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.<br><br>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<br><b>Director (Admin),<br/>Secretary Grievances Redressal Committee,<br/>National Disaster Management Authority, HQ,<br/>Main Murree Road, Near ITP Office, Islamabad.</b>                                           |
| 26. | 48.6 | The Address of Appellate Redressal Committee to submit a copy of grievances:<br><br><b>Grievance Redressal Appellate Committee,<br/>Public Procurement Regulatory Authority 1<sup>st</sup> Floor, G5/2,<br/>Islamabad,<br/>Tel: +92-51-9202254</b> |

## **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**

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

**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

|                                                                      |                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Individual Bidders or Individual Members of Joint Ventures</b> | 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><br>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.

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

We, the undersigned declare that

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

*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**

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

[illegible]

[illegible]

## 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. “ <b>Authority</b> ” means National Disaster Management Authority (NDMA)                                                                                                                                                                              |
|    |             |     | b. The “ <b>Arbitrator</b> ” 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 <b>GCC Clause 31</b> hereunder.                                  |
|    |             |     | c. The “ <b>Contract</b> ” 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 “ <b>Commencement Date</b> ” is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .                                                                                                              |
|    |             |     | e. “ <b>Completion</b> ” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.                                                                                            |
|    |             |     | f. “ <b>Country of Origin</b> ” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .                                                                       |
|    |             |     | g. The “ <b>Contract Price</b> ” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.                                                                                           |
|    |             |     | h. “ <b>Defective Goods</b> ” are those goods which are below standards, requirements or specifications stated by the Contract.                                                                                                                          |
|    |             |     | i. “ <b>Delivery</b> ” 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. “ <b>Effective Contract date</b> ” is the date shown in the Certificate of Contract Commencement issued by NDMA upon fulfillment of the condition's precedent stipulated in <b>GCC Clause 3</b> .                                                     |

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|  |  |  | <p><b>k. “Procuring Agency”</b> means the person named as NDMA in the <b>SCC</b> and the legal successors in title to this person, procuring the Goods and related</p>                                                                                                                                                                                                                              |
|  |  |  | <p>service, as named in <b>SCC</b>.</p>                                                                                                                                                                                                                                                                                                                                                             |
|  |  |  | <p><b>l. “Related Services”</b> 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><b>m. “GCC”</b> means the General Conditions of Contract contained in this section.</p>                                                                                                                                                                                                                                                                                                          |
|  |  |  | <p><b>n. “Intended Delivery Date”</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the <b>SCC</b>.</p>                                                                                                                                                                                                                                               |
|  |  |  | <p><b>o. “SCC”</b> means the Special Conditions of Contract.</p>                                                                                                                                                                                                                                                                                                                                    |
|  |  |  | <p><b>p. “Supplier”</b> 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 <b>SCC</b>.</p>                                                                |
|  |  |  | <p><b>q. “Project Name”</b> means the name of the project stated in <b>SCC</b>.</p>                                                                                                                                                                                                                                                                                                                 |
|  |  |  | <p><b>r. “Day”</b> means calendar day.</p>                                                                                                                                                                                                                                                                                                                                                          |
|  |  |  | <p><b>s. “Eligible Country”</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p>                                                                                                                                                                                                                                       |
|  |  |  | <p><b>t. “End User”</b> means the organization(s) where the goods will be used, as named in the <b>SCC</b>.</p>                                                                                                                                                                                                                                                                                     |
|  |  |  | <p><b>u. “Origin”</b> 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> |

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|  |  |  | <p><b>v. “Force Majeure”</b> 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</p> <p>this Contract, <b>“Force</b></p> |
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|           |                                |     | <p><b>Majeure”</b> 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><b>w. “Specification”</b> 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><b>x.</b> The Supplier's Bid is the completed Bid document submitted by the Supplier to NDMA.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>2.</b> | 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>                                                                                                                                                                                                                                                                                                                                                                                                 |

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|  |  | 2.3 | <p>The documents forming the Contract shall be interpreted in the following order of priority</p> <ol style="list-style-type: none"> <li>1. Form of Contract</li> <li>2. Special Conditions of Contract</li> <li>3. General Conditions of Contract,</li> <li>4. Letter of Acceptance</li> <li>5. Certificate of Contract Commencement</li> <li>6. Specifications</li> <li>7. Contractor's Bid, and</li> <li>8. Any other document listed in the Special Conditions of Contract as forming part of the Contract</li> </ol> |
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| 3. | <b>Conditions precedent</b> | 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"> <li>a. Submission of performance Security (or guarantee) in the form specified in the <b>SCC</b>;</li> <li>b. Furnishing of Advance Payment Unconditional Guarantee</li> </ol> |
|    |                             | 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. | <b>Governing Language</b>   | 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 <b>SCC</b>. Subject to <b>GCC Clause 3.1</b>, the version of the Contract written in the specified language shall govern its interpretation.</p>                                      |
| 5. | <b>Applicable Law</b>       | 5.1 | <p>The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in <b>SCC</b>.</p>                                                                                                                                                                                                            |
| 6. | <b>Country of Origin</b>    | 6.1 | <p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>                                                                                                                                                                                                                                                       |

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| 7. | <b>Standards</b>                                                                                     | 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. | <b>Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan</b> | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|    |                               |     | consent, make use of any document or information enumerated in <b>GCC Clause 7.1</b> except for purposes of performing the Contract.                                                                                                                                                                                                                                                                                  |
|    |                               | 8.3 | Any document, other than the Contract itself, enumerated in <b>GCC Clause 7.1</b> 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. | <b>Patent and Copy Rights</b> | 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.                                                                                                                                                                                                                     |

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|            |                                            | <b>9.2</b>  | 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. |
| <b>10.</b> | <b>Performance Security (or Guarantee)</b> | <b>10.1</b> | 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 <b>SCC</b>                            |
|            |                                            | <b>10.2</b> | 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.                                                                                                                                                                                  |
|            |                                            | <b>10.3</b> | The Performance Security (or Guarantee) shall be in one of the following forms:<br><b>a.</b> 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<br><b>b.</b> Pay order/ Demand Draft                                                              |
|            |                                            | <b>10.4</b> | The performance security (or guarantee) will be                                                                                                                                                                                                                                                                                                                                      |

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|            |                             |             | 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 <b>SCC</b>                                                                                                                                                                                                                  |
| <b>11.</b> | <b>Inspections and Test</b> | <b>11.1</b> | 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. <b>SCC</b> 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. |

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|            |                | <b>11.2</b> | 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                                                                                                                                                                                             |
|            |                | <b>11.3</b> | 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.                                                                                                                                                                                                                                                                                                                                                                         |
|            |                | <b>11.4</b> | 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.                                                                                                                                                                                                                                                                        |
|            |                | <b>11.5</b> | Nothing in <b>GCC Clause 10</b> shall in any way release the supplier from any warranty or other obligations under this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>12.</b> | <b>Packing</b> | <b>12.1</b> | 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. |
|            |                | <b>12.2</b> | 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 <b>SCC</b> , and in any subsequent instructions ordered by NDMA.                                                                                                                                                                                                                                                                                 |

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| <b>13.</b> | <b>Delivery /Installation and Documents</b> | <b>13.1</b> | 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 <b>SCC</b> .                                                                                                                                                                                                                                                                                                                                                                          |
|            |                                             | <b>13.2</b> | Documents to be submitted by the Supplier are specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>14.</b> | <b>Insurance</b>                            | <b>14.1</b> | 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 <b>SCC</b> .                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>15.</b> | <b>Transportation</b>                       | <b>15.1</b> | 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. |
|            |                                             | <b>15.2</b> | 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.                                                                                                                                                                                                                                                                                           |
|            |                                             | <b>15.3</b> | 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                                                                                                                                                                                                                                                   |
| <b>16.</b> | <b>Related Services</b>                     | <b>16.1</b> | The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|            |                    |             | <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> |
|            |                    | <b>16.2</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>17.</b> | <b>Spare Parts</b> |             | As specified in <b>SCC</b> , 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><b>a.</b> 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>b.</b> In the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> <li>i. advance notification to NDMA of the pending termination, in sufficient time to permit NDMA to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to NDMA, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>                                                                                                                               |

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| <b>18.</b> | <b>Warranty/ Defect Liability Period</b> | <b>18.1</b> | 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 |
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|            |                |             | any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.                                                                                                                                                                                                                                                                                                       |
|            |                | <b>18.2</b> | This warranty shall remain valid for a period specified in the <b>SCC</b> 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 <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in <b>SCC</b> . |
|            |                | <b>18.3</b> | 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.                                                                                                                                                                                                                                                                     |
|            |                | <b>18.4</b> | Upon receipt of such notice, the Supplier shall, within the period specified in <b>SCC</b> 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.                                                       |
|            |                | <b>18.5</b> | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in <b>SCC</b> , 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.                                                                                                                |
| <b>19.</b> | <b>Payment</b> | <b>19.1</b> | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in <b>SCC</b>                                                                                                                                                                                                                                                                                                                         |

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|  |  | <b>19.2</b> | 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 <b>GCC Clause 13</b> , and upon fulfillment of other obligations stipulated in the Contract. |
|  |  | <b>19.3</b> | Payments shall be made promptly by NDMA, after submission of an invoice or claim by the Supplier                                                                                                                                                                                                                                                                                         |
|  |  | <b>19.4</b> | The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the                                                                                                                   |

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|            |                      |             | Supplier's Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|            |                      | <b>19.5</b> | All payments shall be made in the currency or currencies specified in the <b>SCC</b> pursuant to <b>GCC Clause 19.4</b>                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>20.</b> | <b>Prices</b>        | <b>20.1</b> | 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.                                                                                                                                                                                                                                                                                                                                                 |
|            |                      | <b>20.2</b> | 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 <b>SCC</b> or in NDMA's request for Bid Validity extension, as the case may be.                                                                                                                                                                                                                               |
| <b>21.</b> | <b>Change Orders</b> | <b>21.1</b> | NDMA may at any time, by a written order given to the Supplier pursuant to <b>GCC Clause 22</b> , make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> <li>a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for NDMA;</li> <li>b. The method of shipment or packing;</li> <li>c. The place of delivery; and/or</li> <li>d. The Services to be provided by the Supplier.</li> </ul> |

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|            |                            | <b>21.2</b> | 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. |
|            |                            | <b>21.3</b> | 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.                                                                                                                                                                                   |
| <b>22.</b> | <b>Contract Amendments</b> | <b>22.1</b> | Subject to <b>GCC Clause 20</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.                                                                                                                                                                                                                                                                                                          |
| <b>23.</b> | <b>Assignment</b>          | <b>23.1</b> | 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                                                                                                                                                                                                                                                                                                               |

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| <b>24.</b> | <b>Sub-contracts</b>                        | <b>24.1</b> | 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. |
|            |                                             | <b>24.2</b> | Subcontracts must comply with the provision of <b>GCC Clause 5</b> .                                                                                                               |
| <b>25.</b> | <b>Delays in the Supplier's Performance</b> | <b>25.1</b> | 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.           |

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|            |                           | <b>25.2</b> | 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.                                                             |
|            |                           | <b>25.3</b> | Except as provided under <b>GCC Clause 28</b> , 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 <b>GCC Clause 26</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 25.2</b> without the application of liquidated damages.                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>26.</b> | <b>Liquidated Damages</b> | <b>26.1</b> | Subject to <b>GCC Clause 28</b> , 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 <b>SCC</b> 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 <b>SCC</b> . Once the said maximum is reached, NDMA may consider termination of the Contract pursuant to <b>GCC Clause 26</b> . |
| <b>27.</b> | <b>Termination for</b>    | <b>27.1</b> | NDMA or the Supplier, without prejudice to any other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|            | <b>Default</b>            |             | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|            |                        |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|            |                        | <b>27.2</b> | <p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> <li>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 <b>GCC Clause 24</b>; or</li> <li>b. the Supplier fails to perform any other obligation(s) under the Contract;</li> <li>c. Supplier's failure to submit performance security (or guarantee) within the time stipulated in the <b>SCC</b>;</li> <li>d. the supplier has abandoned or repudiated the contract.</li> <li>e. the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>f. a payment is not paid by NDMA to the Supplier</li> <li>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</li> <li>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</li> </ul> <p>For the purpose of this clause:<br/> <b>"Corrupt and Fraudulent Practice"</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p> |
|            |                        | <b>27.4</b> | <p>In the event NDMA terminates the Contract in whole or in part, pursuant to <b>GCC Clause 26.1</b>, 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>28.</b> | <b>Termination for</b> | <b>28.1</b> | Notwithstanding the provisions of <b>GCC Clauses 25</b> ,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|------------|------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <b>Force Majeure</b>               |             | <p><b>26</b>, and <b>27</b>, 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> |
|            |                                    | <b>28.</b>  | <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>                                                                                                                                                                                                                                                             |
| <b>29.</b> | <b>Termination for Insolvency</b>  | <b>29.1</b> | <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>30.</b> | <b>Termination for Convenience</b> | <b>30.1</b> | <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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|            |                                          | <b>30.2</b> | <p>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:</p> <ul style="list-style-type: none"> <li>a. To have any portion completed and delivered at the Contract terms and prices; and / or</li> <li>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.</li> </ul> |
| <b>31.</b> | <b>Disputes Resolution</b>               | <b>31.1</b> | 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.                                                                                                                    |
|            |                                          | <b>31.2</b> | 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.                                                                                                                                                                                                                                                                                                                                             |
| <b>32.</b> | <b>Procedure for Disputes Resolution</b> | <b>32.1</b> | The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the <b>SCC</b> .                                                                                                                                                                                                                                                                                                                                                                                                                    |
|            |                                          | <b>32.2</b> | 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                                                                                                                                                                                                                                                                           |
|            |                                          | <b>32.3</b> | The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the <b>SCC</b> .                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>33.</b> | <b>Replacement of Arbitrator</b>         | <b>33.1</b> | 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.                                                                                                                                                                                                                                                                                                                                  |

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| <b>34.</b> | <b>Limitation of Liability</b> | <b>34.1</b> | <p>Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to <b>GCC Clause 8</b>.</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> |
| <b>35.</b> | <b>Notices</b>                 | <b>35.1</b> | 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 <b>SCC</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|            |                                | <b>35.2</b> | A notice shall be effective when delivered or on the notice's effective date, whichever is later.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>36.</b> | <b>Taxes and Duties</b>        | <b>36.1</b> | A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|            |                                | <b>36.2</b> | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|            |                                | <b>36.3</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   | <b>Definitions (GCC 1)</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.                | 1.1                                                  | The Procuring Agency is: <b>National Disaster Management Authority, Main Muree Road, near ITP office, Islamabad</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 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: <b><i>Enhancement of existing VRF System - 38 TR</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                   | <b>Governing Language (GCC 4)</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4                 | 4.1                                                  | The Governing Language shall be: English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                   | <b>Applicable Law (GCC 5)</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5                 | 5.1                                                  | The Applicable Law shall be: Laws of the Islamic Republic of Pakistan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | <b>Country of Origin (GCC 6)</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6                 | 6.1                                                  | Country of Origin is Pakistan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                   | <b>Performance Security ( or guarantee) (GCC 10)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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 <b>GCC Clause 18.2.</b>                                                                                                                                                                                                                                                                                                                                                         |
|                   | <b>Inspections and Tests (GCC 11)</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 9                 | 11.1                                                 | Inspection and tests prior to shipment of Goods and at final acceptance are as follows:<br>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. |
|                   | <b>Delivery and Documents (GCC Clause 13)</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                   | <b>Warranty (GCC Clause 18)</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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|----|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 |
|----|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|     |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|     |                                                         | <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;"><b>Or</b></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 <b>0.20</b> 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                                             | <p>The period for correction of defects in the warranty period is: 1 Year</p> <p>Note. This clause will be covered in contract agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|     | <b>Payment (GCC Clause 19)</b>                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 14. | 19.1                                                    | <p>The method and conditions of payment to be Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods and Services supplied from within Pakistan:</b></p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>i. <b>Advance Payment:</b> No advance payment is allowed.</p> <p>ii. <b>On Acceptance:</b> 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>                                                                                                                                                                                                                                                                                                                                                              |
|     | <b>Prices (GCC 20)</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|     | <b>Liquidated Damages (GCC Clause 26)</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 16. | 25.1                                                    | Applicable rate: <i>0.2% per day of undelivered quantity value</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|     | <b>Procedure for Dispute Resolution (GCC Clause 32)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|     |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 17. | 32.3                           | <p><b>Dispute Resolution</b></p> <p><b><u>For Contracts to be entered with nationals of Pakistan</u></b></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> |
|     | <b>Notices (GCC Clause 35)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 18. | 35.1                           | <p>Procuring Agency’s address for notice purposes:<br/> <b>Deputy Director (Procurement)</b><br/> <b>National Disaster Management Authority, Main Murree Road,</b><br/> <b>Near ITP office, Islamabad.</b></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]