

TWO VOLUMES

Volume-I: Instructions to Bidders &
Conditions of Contract

Volume-II: Financial Bid



**NATIONAL INSTITUTE OF BANKING AND FINANCE
ISLAMABAD**

SUPPLY OF SPARES FOR YORK CENTRIFUGAL CHILLERS INSTALLED AT NIBAF ISLAMABAD

BIDDING AND CONTRACT DOCUMENT

VOLUME-I

JULY 2022



STATEBANKOFPAKISTAN
NATIONAL INSTITUTE OF BANKING AND FINANCE
ISLAMABAD

Ref No: NIBAF/ENGG/690/22

Dated. 19-07-2022

INVITATION TO BID

SUPPLY OF SPARES FOR YORK CENTRIFUGAL CHILLERS INSTALLED AT NIBAF ISLAMABAD

1. National Institute of Banking and Finance (NIBAF), Islamabad invites sealed bids for "Supply of Spares for York Centrifugal Chillers Installed at NIBAF, Islamabad" from contractors registered with Income Tax, Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue.
2. The prospective bidders may download the advertisement and bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids etc. from website of NIBAF, SBP or PPRA i.e. www.nibaf.gov.pk, www.sbp.org.pk or www.ppra.org.pk free of cost or obtain the same from Engineering Unit, NIBAF, Pitras Bukhari Road, Sector H-8/1, Islamabad (Phone No. 9269846, 9269850-53, Ext: 3521/3941) against payment of Rs. 500/- (Rupees Five Hundred only) in the form of Pay Order/Demand Draft (Non-Refundable) in favor of NIBAF, Islamabad with written request/application on company letter head. The prospective bidders shall submit the bids on the said bidding documents in accordance with tender requirements, duly signed by the authorized person.
3. The bids, prepared in accordance with the instructions in the Bidding Documents along with Bid Security of fixed amount as mentioned in the Bidding Data and duly signed by the authorized person, must be dropped in tender box kept in the Office of the PA to Director Administration NIBAF, Pitras Bukhari Road, Sector H-8/1, Islamabad on or before **11-August-2022 till 03:00 PM**. Bids will be opened on the same day at 03:30 PM. In case bid opening date is falling on a public holiday, the bid will be opened on next working day at the same time and venue.

Sd-

Director (Administration)

National Institute of Banking & Finance (NIBAF),
Pitras Bukhari Road, Sector H-8/1, Islamabad
Phone: +92-51-9269846, 9269850-53 (3941)



For Contractor

For NIBAF

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For Contractor



INSTRUCTIONS TO BIDDERS & TERMS AND CONDITIONS

The National Institute of Banking and Finance (hereinafter called "the Employer / NIBAF") wishes to receive Bids as per invitation to bids (hereinafter referred to as "the goods / works"). Bidders must quote for the complete scope of works. Any Bid covering partial scope of works will be declared non-responsive.

- | | |
|---------------------------------------|--|
| 1. Type of Contract: | Item Rate on re-measured basis |
| 2. Bid Submission Schedule: | As mentioned in Invitation to Bid |
| 3. Bid Opening Venue/Schedule: | As mentioned in Invitation to Bid |
| 4. Bidding Procedure | |

Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, Rule-36(b) i.e Single stage – two envelope procedure. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The Bid security would be placed with technical proposal. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened and the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Employer without being opened. The Employer will evaluate the technical proposal in a manner prescribed in evaluation criteria, without reference to the price and reject any proposal which does not conform to the specified requirements. The Financial envelope of qualified bidders would be opened. The Employer will award the Contract to the bidder whose bid has been found most advantageous bid i.e the bid which has been determined to be substantially responsive to the eligibility criteria and other terms of Bidding Documents and which is the lowest evaluated Bid Price.

5. BID SECURITY:

5.1 Each bidder shall furnish, as part of his bid a Bid Security of Rs. 40,000/- in the form of Deposit at Call, Bank Draft or Pay Order issued by a Scheduled Bank in Pakistan in favor of the Employer valid for a period up to twenty-eight (28) days beyond the bid validity period i.e. 182 days.

5.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

5.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

5.4 The Bid Security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity; or
- (b) If a bidder does not accept the correction of his Bid Price, or
- (c) In the case of a successful bidder, if he fails to:
 - (i) Furnish the required Performance Security in accordance with Sub-Clause 7 or
 - (ii) Sign the Contract Agreement, in accordance with Sub-Clauses 44

5.5 In any event as specified in Sub-Clause 5.4, the Employer at his sole discretion may award works to second most advantageous bidder.

For Contractor



6. PERFORMANCE SECURITY:

6.1 10% of the Contract Price stated in Letter of Acceptance / Award in shape of Pay Order/ Demand Draft from any Schedule Bank registered in Pakistan.

6.2 In case, the cost of the Works is less than four million, the Bid Security of the successful bidder shall be retained as Performance Security.

6.3 The Performance Security would remain valid 60 days beyond completion of Defect Liability Period and would be released after successful completion of defect liability period.

6.4 If the Contractor fails to complete the works as per the Contract and as per the directions of the Engineer In-charge, the Performance Security shall be forfeited.

7. NIBAF/Employer reserves the right to reject any or all of the quotations as per PPRA rules.

8. Completion / Delivery Time: 90 Days

9. Defects Liability Period / Warranty Period: 365 Days (365 days from issuance of Completion Certificate) ; 01 year Warranty for Parts.

10. Working Hours/ Times: The contractor shall have to supply the goods during the working hours at office of the Executive Engineer, National Institute of Banking and Finance, H-8/1, Islamabad

11. Validity of Bids from the opening date: 182 Days

12. Mode of Payment:

a) 90% on satisfactory delivery of the material at site with test report.

b) 10% on successful completion of the Defects liability period (360 days from issuance of Completion Certificate).

13. If the bidders have any queries regarding any item of goods /works in the Bill of Quantities (BOQ), the same shall be communicated to the NIBAF/Employer at least 05 days prior to the date fixed for submission & opening of the Bids. The response to such queries shall be communicated to all the firms who have taken the documents at their given addresses.

14. No alternate proposal(s) shall be entertained. Bidders offering more than one proposal(s) shall be disqualified and its bid shall be deemed to be non-responsive.

15. Bids shall be opened on the date, time and venue as mentioned above in the presence of bidders or their authorized representatives who may like to be present.

16. Bids will be checked by the NIBAF/Employer for any arithmetic errors. Where there will be a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. The amount stated in the Bid will be adjusted by the Employer accordingly and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited.

17. NIBAF/Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question like pooling, or giving bribery/ prizes or any sum of money etc. to the persons responsible or engaged in procurement or to other prospective bidders; or the Employer will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract within its jurisdiction if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

18. Sub-Contracting is not allowed under any circumstances.

For Contractor



19. No Price Adjustment shall be made for any variation in the market prices, taxes/ duties or change in wages or the Law.
20. No advance payment shall be made by the NIBAF to the Contractor.
21. In case the quality of works is found unsatisfactory, the contractor will have to re-do the same without any additional cost to the NIBAF/Employer and the Defects Liability Period shall be considered starting from the completion date of the repeated treatment.
22. The Contractor shall be responsible for any loss or damage to the employer property, data, or persons etc. during or due to the operations carried out by the Contractor under this Contract.
23. NIBAF/Employer reserves the right to recover any amount from the payable amounts to the Contractor against any losses or damages incurred to the property, data, or persons of the Employer due to the Contractor or his worker's negligence.
24. In context of this contract, the Contractor shall indemnify the NIBAF regarding all claims of compensations, claims, taxes, duties etc. in whatsoever form from any labor organization, government department, regulatory authority, court of law, or any other authority at any time during the execution of the Contract or after the execution of the Contract.
25. The Contractor and his staff, assigns or suppliers etc. shall have to strictly follow the rules & regulations of the Internal NIBAF Security Department.
26. The Contractor shall keep strictly confidential and not make use of any confidential information supplied by the NIBAF/Employer other than to perform this Contract, and shall impose the same obligations on its Employees.
27. Contractor shall be responsible for the safe and sound delivery of the goods along with the necessary parts etc. at Engineering Store within the stipulated time period to complete the Works.
28. Prices should include all the costs occurred till the safe and sound delivery of the goods / equipment including transportation, cartage etc.
29. The Contractor shall have to make all necessary safety arrangements for the safety of his employees, NIBAF/Employer staff and property. In case of any damage to the NIBAF/Employer property or persons, the Contractor will be fully responsible and shall have to make good all such damages. The Contractor shall be fully responsible for adequate insurance cover for his employees, tools & plan and 3rd party losses etc.
30. The Contractor's staff shall not be allowed to take up the works without adequate personal protective equipment (PPEs).
31. The Quantity of the goods / works can be increased / decreased as per the NIBAF/Employer Requirement.
32. Applicable taxes/ levies etc. shall be deducted at source from the contractor's payable amounts at the prevailing government rates at the time of payment.
33. The Contractor shall have to get approval of samples for all materials, fixtures, methodology etc. as directed by the NIBAF/Employer before execution from the Engineer in-charge.
34. Documents submitted by bidder shall be treated as confidential and will not be returned.

35. WARRANTY

35.1 The Contractor warrants that the goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

For Contractor



35.2 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

36. FORCE MAJEURE

36.1 For purposes of this Contract, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, accident, restraint of government, governmental acts, injunctions and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Contract.

36.2 A Party shall not be deemed in default of this Contract, nor shall it hold the other Party responsible for, any delay in the performance of its obligations (excluding payment obligations), provided the party relying upon this provision

- i. Gives written notice thereof, and
- ii. Takes all steps necessary to mitigate the effects of the force majeure event.

In case if either party is unable to perform their obligations, the Contract shall be terminated in accordance with clause 40.

37. INDEPENDENT CONTRACTOR STATUS

The Contractor including all his employees, sub-contractors, associates, assigns or his legal heirs shall at all times function and be regarded as independent Contractor and not as an agent of the Employer and neither the Contractor nor its employees, sub-contractors, associates, assigns or his legal heirs shall have the right to represent or bind the Employer to any third person including any department or agency of Government or any other authority in any manner, whatsoever.

38. LAWS GOVERNING CONTRACT AND LANGUAGE

The Contract shall be governed by the laws of Islamic Republic of Pakistan and the language of the Contract shall be English / Urdu.

39. TERMINATION

39.1. The Employer without prejudice to any other remedy for breach of Contract may terminate this Contract by written notice of default:

- a. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within seven (07) days after being notified or within any further period as the Employer may have subsequently approved in writing.
- b. If the Contractor becomes insolvent or bankrupt.
- c. If the Contractor, in the judgment of the Employer with relevant evidence (to be shared in advance with the Contractor), has engaged in corrupt, or fraudulent practices under the law of Pakistan in executing the Contract.
- d. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.
- e. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- f. If the Contractor fails to comply with any final decision reached as a result of proceedings pursuant to Clause 40 hereof.

For Contractor



39.2 The Contractor may terminate this agreement, by not less than Fifteen (15) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause.

- a. If the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to bonafide dispute hereof within fifteen (15) days after receiving written notice from the Contractor that such payment is overdue.
- b. If, as the result of Force Majeure pursuant to clause 35, the Contractor is unable to perform a material portion of the Services for a period of not less than Thirty (30) days.
- c. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 40 hereof.

In case of termination of this agreement, the Contractor shall forthwith refund the excess amount received in respect of the unexpired period.

40. PENALTIES

40.1. Delivery of the goods and performance of services shall be made by the Contractor in accordance with the time schedule prescribed in the Contract.

40.2. If the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum @ 0.1% of total work done/ day to a maximum of 10% until actual delivery or performance.

41. DISPUTE RESOLUTION

41.1. If any dispute arises between the parties (Contractor & the NIBAF/Employer), the matter shall be referred to the Managing Director NIBAF who will examine the matter in detail and give the decision which will be final & binding upon the parties.

41.2. In case the Contractor believes that the decision of the Managing Director was not in line with the Contract or it is prejudiced, and he does not accept the same, he may give a notice of dissatisfaction under this sub-clause within 15 days of the decision of the Managing Director. If no notice is given within this time, the decision of Managing Director shall be final and binding upon the Parties.

41.3. In case a dissatisfaction notice is given by the Contractor, the matter may be referred to arbitration under the Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Arbitration Proceedings shall be held at the place mentioned in the Contract Data

42. PROCESS TO BE CONFIDENTIAL

42.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by NIBAF to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.

42.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without NIBAF's prior written consent.

For Contractor



42.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or contractor, NIBAF may reject its bid and/or terminate the contract.

42.4. No bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by NIBAF. The evaluation results shall be announced as under:

- Technical Evaluation Report would be posted on SBP's website and on Notice Board at its office
- Financial / Final Evaluation Report would be posted on PPRA and SBP websites and on Notice Board of office

42.5. Any effort by a bidder to influence Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid and lead to blacklisting as per Rule 19 of PPR-2004.

42.6. Whereas, any bidder feeling aggrieved by any act of NIBAF may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004."

The Address of Grievances Committee is as under:

Chairman Grievance Committee,
National Institute of Banking & Finance (NIBAF),
Pitras Bukhari Road, Sector H-8/1, Islamabad.
Phone: +92-51-9269846, 9269850-53 (3941/3521).

43. SIGNING OF CONTRACT AGREEMENT

The successful bidder will prepare Contract in the Form of Contract provided in the Bidding Documents, incorporating all agreements between the parties. All cost in this regard including stamp duty shall be borne by the Contractor

44. CODE OF CONDUCT

It is NIBAF's policy that Bidders to observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, NIBAF follows, inter alia, the instructions contained in PPR-2004 which provides as under:

blacklisted" means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.

"Corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-

- (i) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;

For Contractor



- (iii) "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- (v) "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;

44.1 Under Rule 19 of PPR-2004, "NIBAF can interalia blacklist bidders that are found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to NIBAF Blacklisting Committee which is empowered to take action accordingly per Rule 19 of PPR-2004. However, such barring action shall be undertaken only after the bidder, who is to be barred and blacklisted, is accorded adequate opportunity of being heard. Decision of NIBAF Blacklisting Committee will be final and conclusive.

44.2 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the bidder unless such receipt is signed by a duly authorized officer of the Employer and bidder shall be solely responsible for seeing that a proper receipt is provided.

44.3 Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Employer which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However, in certain conditions Employer may describe exceptions or preferences consistent with Rule-4 of PPR-2004.

44.4 Employer's policy requires that selected bidder shall provide professional, objective, and impartial advice and services and at all times hold the Employer's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the NIBAF, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement

44.5 Without limitation on the generality of the foregoing, bidders and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) A bidder that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- b) A bidder (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.
- c) A bidder (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the NIBAF's staff who is directly or indirectly involved in any part of (i) the

For Contractor



preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority of the Employer.

d) Bidders shall not recruit or hire any agency or current employees of the NIBAF. Recruiting former employees of the NIBAF or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the NIBAF by the bidder as part of bid.

45. OVERRIDING EFFECT OF PPR-2004

Whenever in conflict with these documents the stipulations of PPR-2004 (Public Procurement Rules-2004) shall prevail.

For Contractor



For NIBAF

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

SUPPLY OF SPARES FOR YORK CENTRIFUGAL CHILLERS INSTALLED AT NIBAF ISLAMABAD

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute the subject works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as specified in bidding documents Sub-Clause 5: "Bid Security"
4. We undertake, if we qualify and our Bid is accepted, to commence the whole Works comprised in the Contract within stipulated time for completion as mentioned in the bidding documents.
5. We agree to abide by this Bid for the period of 182 days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to provide the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.
10. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.

For Contractor



Dated this _____ day of _____, 2022

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf
of the _____ (name of Bidder)

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

For Contractor



For NIBAF

TECHNICAL BID EVALUATION CRITERIA

1. Qualification Criteria

1.1 General

Post-qualification will be based on all the criteria given in succeeding para 1.2. Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Joint Venture or consortium is not allowed.

The Employer reserves the right to seek further information and / or verify the information furnished by the applicants. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

1.2 Parameters of Bid Evaluation & Qualification

SNO.	Description	Annexure / Page #
1.0	Bid is un-conditional, conditional bids shall be rejected.	
2.0	Duly filled and signed Form of Bid.	
3.0	Bid Security is required as per Sub-Clause 5, Bid Security in Original is to be attached with Technical Proposal.	
4.0	a. Name of Company b. Company Legal Status: (Tick Anyone and provide relevant documents) <u>In case of Individual / Sole Proprietor</u> • Copy of CNIC • Affidavit that firm is individual / Sole proprietor <u>In case of Associated of Persons (AOP)</u> • Partnership Deed • Any other relevant Document • No. of Partners • Nos. of partners along with CNIC <u>In case of (Pvt.) limited</u> • Copy of Article of Association / Memorandum • Form 29 • Form A • Nos of Directors along with copy of CNIC c. Contact details, • Telephone • Mobile No. • fax numbers(if any) • email address (if any) • Postal Address	
5.0	Affidavit on non-judicial stamp paper of not being blacklisted, declared in-eligible or debarred by any organization / department for corrupt or fraudulent practices, or no failure to perform with NIBAF in past. Bidder shall also -provide the satisfactory performance certificates issued by the NIBAF / SBP. If timely completion of project as per work program	

For Contractor



	and cost is not achieved in any of the previous Contracts executed by the bidder to the SBP / NIBAF in the last three years, the bidder shall be held non-responsive.	
6.0	Bidder shall be held non-responsive if Bidder's name is found in Schedule-IV (https://nacta.gov.pk/proscribed-persons-2/) and list of organizations / Splinter Outfits https://nacta.gov.pk/proscribed-organizations/ notified by National Counter Terrorism Authority NACTA Pakistan.	
7.0	Bidder must be registered with FBR in Income Tax, General Sales Tax and must active taxpayer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List (NTN & GST).	
8.0	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.	
9.0	Minimum available Liquid assets of Rs. 400,000/-, Bank statement of three months (printed between date of publication of tender notice and bid submission date) be submitted as evidence showing required balance at any one instant in the statement of last three months or Bank Credit Line facility available during same period).	
10.0	Minimum 02 works pertaining to supply of Spare Parts for Centrifugal Chillers during last 05 years each of value Rs. 1.0 Million or above, the bidder shall submit work order/ completion certificates with the bid.	
11.0	The bidder must be Original Equipment Manufacturer (OEM) or their authorized dealer/agent/partner for Centrifugal Chillers for last two (02) years.	
12.0	The offered equipment must technically comply with the minimum technical specification listed in Annexure – A of the Bid. The Bidder shall submit technical brochures and component satisfying that the offered equipment comply with the standard listed in Annexure-A.	

For Contractor



ANNEXURE A – MINIMUM TECHNICAL REQUIREMENTS

Technical Compliance Standards

Spares for Centrifugal Type York Chiller Model: MaxETM Model YKE5ETQ65EKG

S.No	Item Description	NIBAF Requirement	Specifications offered (to be filled by bidder)
Bidder shall be responsible for compatibility of the supplied part. The bidder shall provide undertaking for compatibility of the parts supplied and shall replace any part which is non-compatible. (The undertaking shall be valid for the period of Warranty). In case, the Part Numbers as required by NIBAF are not the same, compatibility of the supplied part shall supersede. Decision of Engineer In-charge shall be binding.			
1	Offered Brand & Model #	Kit Processor Board (Part No. 331-02430-601 for Centrifugal Liquid Type or approved equivalent compatible with York Chillers, MaxE™, Model YKE5ETQ65EKG installed at NIBAF Islamabad.	
2	Minimum Warranty	1 Year	

For Contractor



For NIBAF

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ (month) 2022 between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement
 - (b) The Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) The Preamble to Conditions of Contract
 - (e) The Particular Conditions of Contract
 - (f) The General Conditions of Contract
 - (g) The priced Schedule of Prices
 - (h) The completed Schedules to Bid
 - (i) The Specifications
 - (j) The Drawings
 - (k) Addendum (if any)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

For Contractor

