

**BIDDING DOCUMENTS  
FOR  
PROCUREMENT OF BATTERIES**

**Available on NATCO website ([www.natco.gov.pk](http://www.natco.gov.pk))**

**July, 2018**

**Northern Areas Transport Corporation Gilgit-Baltistan, Pakistan**

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**GOVERNMENT OF PAKISTAN  
NORTHERN AREAS TRANSPORT CORPORATION  
GILGIT-BALTISTAN**

**TENDER FORM FOR BATTERIES**

Sealed tenders are hereby invited by NATCO, under Single Stage-One Envelopes bidding procedure under Rule 36(a) of Public Procurement Rule 2004 from well reputed firms for procurement of Batteries for the vehicles of NATCO for the financial year 2018-19.

**INSTRUCTION TO BIDDERS & CONDITIONS OF CONTRACT**

Sealed tender bid should be submitted to NATCO Head office Jutial before 10:00 AM on 31-07-2018.

1. The sealed envelope of **Technical Proposal** will be opened in the presence of the bidders on 31-07-18 @ 10:30 AM by the Committee constituted for the purpose by the competent authority of NATCO.
2. The bidder should have experience of 5 year of supply of batteries to any government/ non government departments.
3. The bidder should have bank transaction (cr) of Rs 50 lac in last six month of date of advertisement.
4. A supplier or service provider declared disqualified / blacklisted by any of the public/private sector entity/client in Pakistan shall be ineligible to apply for tender.
5. The bidders shall submit with its application, the following additional documents:
  - a) Documents of registration of the firm.
  - b) Signed affidavit on PKR 100.00 judicial paper confirming not having been declared debarred/blacklisted by any of the public/private sector entity and client(s) in Pakistan.
  - c) Signed affidavit on PKR 100.00 judicial paper confirming not having been involved in any litigation against NATCO during last three years.
  - d) An affidavit on a non-judicial stamp paper indemnifying NATCO of any litigation in case NATCO deducts penalty out of quality concerns at any time of battery's committed service life, or reject part or whole consignments;
  - e) List of products and services supplied and brusher.
6. All the tenders are to be accompanied with a Demand Draft of Rs.200,000/- (Two Lac) only in favour of **M/S Northern Areas Transport Corporation**.
7. Demand Draft of unsuccessful bidders will be returned after completion of the bidding process. The successful bidder will provide performance guaranty equal to 5% of tender cost amount before entering into the agreement.

8. The rate quoted by the bidder will be inclusive of all taxes/packing and freight charges etc.
9. With-holding tax will be deducted as per Government rule.
10. Defective and substandard batteries will not be accepted and returned to the suppliers after deducting of cost there on if any.
11. The successful bidder will be responsible to supply the batteries during the contracted period and the Corporation will not be responsible for any increase in the price, shortage or deficiency if any.
12. The warranty period for all size of batteries should be minimum of 12 months.
13. Battery date of production should be embossed on batteries and only those batteries will be accepted which were produced in 2018.
14. If any battery found defective due to manufacturing fault the cost will be recovered from bills of the contractors.
15. If the successful bidder fails to supply the batteries within time, then the same will be purchased from the open market under the rules, risk and cost of payment to the party will be made from the security deposit of the bidder.
16. Payment of the cost of batteries will be made after proper inspection and according to the NACTO procedure.
17. An agreement will be signed with the successful bidder clearly spelling out the terms and conditions as mentioned in these documents.
18. The competent authority of the NATCO has the power to reject any tender or all tender at any time prior to acceptance of a bid or proposal in accordance with PPRA Rule 2004.

**MANAGING DIRECTOR**

To, M/S \_\_\_\_\_  
\_\_\_\_\_

Signature of bidder: \_\_\_\_\_

# **FINANCIAL BID**



**DRAFT OF BID SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Bidder) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound

unto the \_\_\_\_\_

the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for

\_\_\_\_\_ (Particulars of Bid) to the said Employer; and

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

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty for the successful bidder's failure to perform.

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

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

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

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)



**DRAT OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_  
\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_  
\_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 30, Defects after Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which

payment will be effected by the Guarantor  
Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)