

GOVERNMENT OF PAKISTAN  
MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING  
NATIONAL COMMISSION FOR HUMAN DEVELOPMENT  
(Administration Department)



**TENDER DOCUMENT**  
**(IFB/NCHD/Proc/02/2021)**

FOR

**PROCUREMENT OF**  
**200 BRANDED DESKTOP COMPUTERS**

Tender Opening Date: October 25, 2021

**Name of Firm to Whom Issued:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Director Administration**  
**National Commission for Human Development**  
**14th Floor, Shaheed-e-Millet Secretariat, Islamabad**  
**Tele: 051-9216200, Fax: 051 9216164**

## **TABLE of CONTENTS**

<b>Sr. N o</b>	<b>Description</b>	<b>Page No</b>
1	Tender Notice	3
2	Instructions to Bidders	4 – 11
3	Bid Application form – Technical (Annex A)	12 – 18
4	Bid Application form – Financial (Annex B)	19 – 21
5	Specimen Affidavit (Annex-C)	22
6	Technical Bid Evaluation Criteria (Annex – D)	23
7	Contract Form (Annex – E)	24 - 38

**GOVERNMENT OF PAKISTAN**  
**MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING**  
**NATIONAL COMMISSION FOR HUMAN DEVELOPMENT**

**Tender Notice**

1. National Commission for Human Development (NCHD) invites sealed bids from well reputed GST registered firms, who are registered with Sales Tax and Income Tax department and having their own offices in Rawalpindi / Islamabad for procurement of 200 Branded Desktop Computers.
2. Desktop computers will be delivered on specified locations in different cities of Pakistan (Details are available in tender documents).
3. Bidding documents, containing detailed terms & conditions, method and procedure for submission of bids etc. are available for the interested bidders on the websites of National Commission for Human Development at [www.nchd.org.pk](http://www.nchd.org.pk) and PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk)
4. Bid Security / Earnest money of Rs 700,000/- (Rupees Seven Lac Only) in shape of call deposit / pay order in favor of **National Commission for Human Development** must be submitted along with bidding documents.
5. The bids must be prepared in accordance with the instructions in the bidding documents and must reach to National Commission for Human Development, 14th Floor, Shaheed-e-Millet Secretariat, Islamabad on or before 1100 hours by 25<sup>th</sup> October, 2021. The bids will be opened on the same date at 1130 hours in NCHD Conference Room located at 15th Floor, Shaheed-e-Millat Secretariat, Islamabad, in the presence of the bidders / their authorized representatives, who may choose to be present.
6. Incomplete bids will not be entertained. Competent authority may reject any or all bids at any time prior to the acceptance of a bid by invoking rule 33 of PPRA-2004.

**Director Administration & Program Support**  
**National Commission for Human Development – 14th Floor, Shaheed-e-Millet Secretariat,**  
**Islamabad**  
**Tele: 051-9216200, Fax: 051 9216164**

## INSTRUCTIONS TO BIDDERS

### 1. General

The bidding documents shall be used for submission of competitive bidding for the procurement of Two Hundred (200) Branded Desktop Computers for National Commission for Human Development. Interested bidder with the most advantageous bid (on the basis of cost) will be awarded purchase contract.

### 2. TERMS & CONDITIONS

- a) National Commission for Human Development (NCHD) invites sealed bids from well reputed GST registered firms, who are registered with Sales Tax and Income Tax department having experience of at least three years and having their own set-up in Rawalpindi / Islamabad for procurement of two hundred (200) Branded Desktop Computers. The envelope must be marked as “Tender for Procurement of 200 Computers) in Bold and legible letters.
- b) The detail specifications of the requisite Desktop Computers is as under:

S.No.	Specification of Complete Set of Branded Desktop Computers		Quantity
1	Computer Type	Desktop – Branded	200
	Processor Type	Intel Core i5, 6th Generation	
	RAM size	4 GB (Minimum)	
	Hard drive size	500 GB, SATA	
	Warranty	One Year	
	Network connection	Network Port	
	LED	18.5”	
	Keyboard and Mouse	Yes	

- c) The bids must be submitted to the Director Administration in Sealed / Confidential envelope at the address mentioned above on or before 1100 hours by October 25, 2021 and will be opened on the Same day by the Procurement Committee at 1130 hours in the presence of bidders or their authorized representative who wish to be present.
- d) The delivery/shipment of Desktop computers will be made at specified locations (as prescribed in bidding documents) by the successful bidder. The delivery / shipment charges will be borne by the successful bidder. It is the sole responsibility of the successful bidder to ensure the safe delivery / shipment at the specified locations. The procurement agency will not be responsible for any loss/theft/damage etc during the course of delivery / shipment. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods it proposes to supply under the contract. Prices indicated on the Price Schedule shall be Delivered

Duty Paid (DDP) prices which means that bidder assumes all of the responsibility, risk and costs associated with transporting goods until the purchaser receives the goods at specified locations.

- e) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.
- f) The quoted rates must be in Pak Rupees and inclusive of all applicable duties / taxes and delivery charges (if any).
- g) Rates quoted in the bid must be written in figures as well as in words to avoid chance of misappropriation.
- h) Each page of bidding documents must be properly signed and stamped by the bidder.
- i) No bid shall be entertained after the given cut-off date and time.
- j) The successful bidder will provide the desktop computers within Forty Five (45) days of the issuance of Contract to the specified locations as mentioned in the bidding documents. In case of partial / late supply within the stipulated period, 0.1% per day penalty charges will be levied for un-delivered items upto maximum 10% of the total price of the undelivered items.

### 3. PROCEDURE FOR SUBMISSION OF BIDS

- a) Bidding Documents containing detailed terms & conditions, method & procedures including Bid Application Form (Technical) as Annex-A, Bid Application Form (Financial) as Annex-B, Specimen Affidavit as Annex-C, Technical & Financial Point Scoring Criteria as Annex-D and Contract Form as Annex-E are available at PPRA and NCHD websites & also can be obtained from the office of Director Administration NCHD Head Office Islamabad
- b) Single stage – Two envelope bidding procedure shall be applied, which means that each bid shall comprise of two separate sealed envelopes containing one financial & other technical proposal. The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion. The cover / main envelope will be marked as “**Proposals for Procurement of 200 Branded Desktop Computers**” in bold legible letters.
- c) Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened. The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the procuring agency without being opened. Financial proposal of technically accepted / qualified bids would be opened publicly at a time, date and venue announced and communicated to the technically successful bidders.
- d) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.

- e) During the technical evaluation no amendments in the technical proposal shall be permitted. NCHD may ask the potential bidders for demonstration of goods during technical evaluation.
- f) The interested bidders are required to submit their bids duly completed in all respect, signed & stamped on or before the specified date & time mentioned in the advertisement. The bids will be opened by respective Purchase Committee on the same date at 1130 hours, at NCHD conference room, Islamabad in the presence of bidders or their representatives who may choose to attend.
- g) The procuring agency will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the most advantageous bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

#### **4. BID EVALUATION CRITERIA**

- a) Single Stage Two Envelope procedure shall be adopted for procurement as per PPRA Rule 36(b).
- b) The Bid shall comprise of two parts i.e. (i) Technical Part (ii) Financial Part.
  - i. Technical Part**
    - The Bidder shall provide all the requisite documents requested in para 04(iii) below of tender document. The Financial proposals will be kept unopened in safe custody during the Technical Bid Evaluation. The Committee shall check documents comprising the Technical Bid and will evaluate the Bids.
    - Technical qualified firms will be considered eligible for opening of their Financial Proposals on getting at least 70% of score, whereas the Financial Proposals of the rest of firms will be returned unopened.
    - Earnest money / bid Security deposit of Rs 700,000/- (Rupees Seven Lac Only) refundable in the shape of call deposit / pay order in favor of **National Commission for Human Development** should be enclosed with the bidding documents under section 25 of PPRA rules 2004.
    - Any bid which is not accompanied by the earnest money / bid security at the time of opening of technically bid shall be rejected.
  - ii. Financial Part**
    - Financial proposals of the only technically qualified bidders will be opened in the presence of bidders or their authorize representatives who may choose to attend.

**iii. DOCUMENTS TO BE ENCLOSED WITH**

**a) Technical Bid**

The bidders are required to submit following documents with their bids applications:

- i. Duly signed and stamped Bid Application Form (Technical) by completing all in respect.
- ii. An affidavit must also be provided on stamp paper duly attested by the Notary Public that the firm has never been blacklisted by any Government / Semi Government department / Organization and not involved in any litigation with any Government Department (specimen attached in the bidding documents).
- iii. Attested copy of GST certificate, must be registered with firm name. (Valid)
- iv. Attested copies of NTN certificate, must be registered with firm name (Valid/Active Tax Payer)
- v. Attested copy of CNIC of the bidder.
- vi. Bank Statement of the bidder for the last three years issued/verified by the concerned Bank.
- vii. Detail of similar works carried out by the firm (along with attested copies of work orders/ completion certificates) either with NCHD or any other government / semi government/ private organization etc.
- viii. National Tax and GST Registration must be indicated by each bidder.
- ix. Earnest money / bid Security deposit of Rs 700,000/- (Rupees Seven Lac Only), refundable, in the shape of call deposit / pay order in favor of **National Commission for Human Development** must be enclosed with the bidding documents.

**b) Financial Part.**

The bidders are required to submit following documents along with their bids applications:

- i. Application Form of financial bid/ proposal duly filled, stamped by the firm authority.
- ii. Attested CNIC copy of Owner/.Authorized Representative

**5. ACCEPTANCE / REJECTION OF BIDS**

- a. The bidder having the most advantageous bid (on the basis of cost) would be selected as a successful bidder.

- b. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds under section 33 (1) of PPRA rules 2004.
- c. The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule 33(1) of PPRA rules 2004 towards suppliers or contractors who have submitted bids or proposals.
- d. Notice of the rejection of bids or proposals shall be accordingly given promptly to relevant suppliers or contractors.

## **6. VALIDITY OF PRICES**

The validity period of the bids would be Ninety (90) days from the date of opening of the financial bid.

## **7. WARRANTY**

The warranty shall remain valid for one (01) year, applicable after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination as specified in the bidding documents. The expenses would be borne by the successful bidder. The period for correction of defects of goods in the warranty period is: 15 (Fifteen) days. In case of failure i.e; un-performed Services including change of defective/sub-standard items, etc., 0.1% per day shall be levied and up to maximum 10% of the contract price of non-repairable items. In case of failure, performance guarantee will be forfeited.

## **8. PERFORMANCE GUARANTY**

- i. As per section 39 of PPRA rules 2004, that “Where needed and clearly expressed in the bidding documents, the procuring agency shall require the successful bidder to furnish a performance guarantee which shall not exceed ten per cent of the contract amount”.
- ii. By invoking above section 39, Performance guaranty @ 10% of gross total order’s amount shall be required from a successful bidder till the completion of one year warranty period.
- iii. The successful bidder would have to submit Performance Guaranty with in ten working days after the issuance of Contract. In case of failure in submission of performance guaranty, the retention money of the successful bidder will be forfeited.



## 9. SCHEDULE OF REQUIREMENT

- i. On the basis of evaluation, the successful bidder shall be issued Contract.
- ii. The delivery of Desktop Computers shall be made by the successful bidders in the following mentioned specified locations within Forty Five (45) days of issuance of contract.

S. No	Quantity To be Delivered	Specified Location / District	Contact Name & Cell No. of Officer Concerned	Location Address
1	10	District Sujawal, Sindh	Will be shared with the successful bidder	Will be shared with the successful bidder
2	10	District Jam shoro, Sindh	As mentioned above	As mentioned above
3	10	District Tharparkar, Sindh	As mentioned above	As mentioned above
4	10	District Karachi, Sindh	As mentioned above	As mentioned above
5	10	District Jehlum, Punjab	As mentioned above	As mentioned above
6	16	District Chinniot, Punjab	As mentioned above	As mentioned above
7	14	District Dera Ghazi Khan, Punjab	As mentioned above	As mentioned above
8	10	District Rajanpur, Punjab	As mentioned above	As mentioned above
9	20	District Lakki Marwat, KP	As mentioned above	As mentioned above
10	20	Disrict Bannu, KP	As mentioned above	As mentioned above
11	10	District Swat, KP	As mentioned above	As mentioned above
12	10	District Shangla, KP	As mentioned above	As mentioned above
13	20	District Quetta, Balochistan	As mentioned above	As mentioned above
14	10	District Naseer Abad, Balochistan	As mentioned above	As mentioned above
15	10	Disrict Musa Khel, Balochistan	As mentioned above	As mentioned above
16	10	District Kharan, Balochistan	As mentioned above	As mentioned above

## **10. REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES**

- a) The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- b) Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report under section 35 of PPRA rules 2004 .
- c) The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d) Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e) Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

## **11. ARBITRATION**

- a) After coming into force of the procurement contract, disputes between the parties (if any) shall be settled by arbitration.
- b) The cost of Arbitration proceeding, including the fees of the Sole Arbitrator and any costs of proceedings imposed by the sole Arbitrator shall be borne equally by both the Parties. Notwithstanding the foregoing, each party shall bear its own legal costs.
- c) Decision of Arbitrator(s) / Umpire shall be final and binding upon the parties.

## **12. PAYMENT**

- a) The payment to the successful bidder would be made after successful completion of shipment / deliveries at specified station and receipt of satisfactory Goods Inspection Report from the staff of the concerned District.
- b) Payment will be made after deduction of all applicable taxes at source (as per applicable rules).

## **13. RETENTION MONEY**

- i. Retention money / Bid Security will be retained by NCHD till completion of Technical / Financial evaluation.
- ii. The retention money of the un-successful bidders ( who do not technically / financial qualify) would be released accordingly.
- iii. The retention money of the successful bidder would be retained till the submission of Performance Guarantee.

#### **14. TERMINATION OF CONTRACT**

The Purchase Order / contract can be terminated by serving advance written notice of ten (10) days by either party (NCHD / Successful Bidder). However, NCHD reserve the rights to terminate contract immediately, if any serious default like submission of fake / false documents, provision of the desktop computers contrary to the bid (etc.) occurs. In such case, no advance notice shall be required by NCHD.

#### **15. DISQUALIFICATION**

- a. Incomplete / fake documentations and false information shall make the bidder liable to be disqualified from contract, even after award of the work by the procuring agency.

**GOVERNMENT OF PAKISTAN**

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(Administration Department)**

Annexure – A

**TECHNICAL BID APPLICATION FORM**

**BID FORM-01 [Technical]**

**Bid Ref No.** \_\_\_\_\_

**Date of the Opening of Technical Bid**

**Letter of Intent**

**Name of the Tender:** Procurement of 200 Branded Desktop Computers

**To:** The Director Administration, National Commission for Human Development, Islamabad

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**Dear Sir,**

Having examined the bidding documents, we offer to supply and deliver the Goods under the above-named (detail mentioned below);

<b>S.No.</b>	<b>Detail Specifications</b>	<b>Brand Name</b>	<b>Model</b>	<b>Quantity to be provided (Nos)</b>

We hereby undertake that we will ensure the supply of the required Desktop computers in full conformity with the bidding documents and at the rates / unit prices described in the price Schedule provided in Financial Bid in accordance with the bidding documents.

We further undertake to provide you \_\_\_\_\_ years ( \_\_\_\_\_ in words) warranty

for the aforementioned specified computers.

We undertake (if our Financial Bid is accepted) to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form of \_\_\_\_\_ in the amount \_\_\_\_\_ within the times specified in the bidding documents.

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

Until the formal Purchase Order / Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

**Dated** \_\_\_\_\_

**Name :** \_\_\_\_\_, **CNIC No.** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**In the capacity of** \_\_\_\_\_

**Duly authorized to sign this bid for and on behalf of** [\_\_\_\_\_]

**BID FORM-02 [Technical]**

**Name of the Firm:** \_\_\_\_\_

**Bid Reference No:** \_\_\_\_\_

**Date of Opening of Bid.**

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids. Bidders should sign against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant document placed in the Bid. Successful bids evaluation shall be subject to 70% compliance to the following criteria for Technical qualification:

<b>Required Documentation</b>	<b>Signature of Bidder</b>	<b>Supporting Document's</b>	<b>Name Page Number in the Bid</b>
NTN Certificate	[signed]	[Yes/No]	[page. No. xxx]
GST Certificate	[signed]	[Yes/No]	[page. No. xxx]
On Active Tax Payers List of FBR	[signed]	[Yes/No]	[page. No. xxx]
Registration/Incorporation/Business Certificate	[signed]	[Yes/No]	[page. No. xxx]
Complete Company profile	[signed]	[Yes/No]	[page. No. xxx]
Operational Office in Islamabad / Rawalpindi	[signed]	[Yes/No]	[page. No. xxx]
Bank Statement of Last 3-Years	[signed]	[Yes/No]	[page. No. xxx]
Performance (Projects / Purchase order of similar nature) of last 3-years (To be filled Bid-Form-4 Technical)	[signed]	[Yes/No]	[page. No. xxx]
Affidavit: bidder is not blacklisted by any Federal, Provincial Public sector / private organization.	[signed]	[Yes/No]	[page. No. xxx]
Bid Validity period of 90 days	[signed]	[Yes/No]	[page. No. xxx]
Detail Specification of Computers to be provided with Brand Name	[signed]	[Yes/No]	[page. No. xxx]
Standard warranty: 01-year & onsite support	[signed]	[Yes/No]	[page. No. xxx]
Technical brochures (if any)	[signed]	[Yes/No]	[page. No. xxx]
Original Bidding Documents duly signed and stamp	[signed]	[Yes/No]	[page. No. xxx]

**BID FORM-03 [Technical]**

**Firm's Past Performance.**

**Name of the Firm:** \_\_\_\_\_

**Bid Reference No:** \_\_\_\_\_

**Date of opening of Technical Bid:** \_\_\_\_\_

<b>Name of the Client/Institution</b>	<b>Purchase Order No. &amp; Date</b>	<b>Description of Order</b>	<b>Value of Order (Rs)</b>	<b>Date of Completion Work</b>	<b>Completion Certificate by client</b>

Bidders may use additional Sheets if required.

Purchase Orders / Completion certificates must be attached with this form.

**Bid Form 4 [Technical]**

**Bid Ref No.** \_\_\_\_\_

**Date of the Opening of Technical Bid**

**Letter of Intent:** Bid Security Deposit / Earnest Money

**Name of the Tender:** Procurement of 200 Branded Desktop Computers

**To:** The Director Administration, National Commission for Human Development,  
Islamabad

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**Dear Sir,**

Please find enclosed herewith Bid Security Deposit / Earnest money of Rs 700,000/-

(Rupees Seven Lac Only) vide call deposit / pay order / DD number

\_\_\_\_\_, dated \_\_\_\_\_, in favor of **“NATIONAL COMMISSION**

**FOR HUMAN DEVELOPMENT”.**

(Signature, Name, Stamp & Date)



**BID FORM-05 [Technical]**

**Performance Guarantee**

To: The Director Administration, National Commission for Human Development, Islamabad

Whereas [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No.[number] dated [date] to supply [description of goods] (hereinafter called “the Contract”). And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we here by affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day & month of \_\_\_\_\_ , 2022

Signature and Seal of the Guarantors/ Bank

Address:

Date:

**Undertaking**

Terms & Conditions prescribed in the Tender Documents are fully understood and accepted; I/We hereby agree to abide by all and shall fulfill the terms & conditions of title bid/contract.

**(Signature, Name, Stamp and Date)**

**GOVERNMENT OF PAKISTAN**  
**MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING**  
**NATIONAL COMMISSION FOR HUMAN DEVELOPMENT**  
(Administration Department)

Annexure – B

**FINANCIAL BID APPLICATION FORM**

**Bid Form I [Financial]**

**Bid Ref No.** \_\_\_\_\_

**Date of the Opening of Technical Bid**

**Letter of Intent**

**Name of the Tender:** Procurement of 200 Branded Desktop Computers

**To:** The Director Administration, National Commission for Human Development, Islamabad

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**Dear Sir,**

Having examined the bidding documents, we offer to supply and deliver the Goods under the above-named. We hereby undertake that we will ensure the supply of the required Desktop computers in full conformity with the bidding documents and at the rates/unit prices provided in the Price Schedules (as enclosed herewith).

1. We agree to abide by this bid, we undertake to provide a performance guarantee @ 10% of total contract amount and within the times specified in the bidding documents.
2. We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents i.e. 90 days and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.
4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

**Dated :** \_\_\_\_\_

**Name :** \_\_\_\_\_, **CNIC No.** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**In the capacity of** \_\_\_\_\_ **[insert: title or position]**

**Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]**

**Price Schedule in Pak Rupees**

**Provision of 200 Branded Desktop Computers**

S.No.	Description & Specifications	Brand Name	Quantity	DDP Unit Price (Exclusive of GST) (Rs)	DDP Unit Price (Inclusive of GST) (Rs)	Total DDP Price (Inclusive of GST) (Rs)
1						
2						
3						
	Total Amount					

(Rupees.....only)

Warranty Period \_\_\_\_\_

It is hereby confirmed that the specifications of offered items are fully compliant to the technical specifications provided as per bidding documents.

It is further certify that above mentioned rates are inclusive of all applicable Government taxes etc..

Name of Bidder / Firm \_\_\_\_\_

Signature \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

**Undertaking**

Terms & Conditions prescribed in the Tender Documents are fully understood and accepted; I/We hereby agree to abide by all and shall fulfill the terms & conditions of title bid/contract.

**(Signature, Name, Stamp and Date)**

**GOVERNMENT OF PAKISTAN**  
**MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING**  
**NATIONAL COMMISSION FOR HUMAN DEVELOPMENT**  
(Administration Department)

Annexure – C

Specimen-Affidavit

I / We, \_\_\_\_\_ resident of \_\_\_\_\_  
holding CNIC \_\_\_\_\_ do hereby solemnly affirm and declare as  
under:

1. That being the owner / proprietor of the firm established in the name of \_\_\_\_\_ located at \_\_\_\_\_.
2. That M/S. \_\_\_\_\_ have never been black listed, disqualified or debarred from any Government Department, Semi Government Organization, Private Company or Corporation.
3. That, is no case against our firm. That, M/S. \_\_\_\_\_ has never been or is involved in litigation, arbitration with any Government Department.
4. That, all the data submitted with Bid Documents is complete and accurate.
5. The Firm has neither been black listed nor any contract rescinded due to non-fulfillment of contractual obligations in the past.
6. That the firm shall pay all the taxes to the government as per prevailing law/ rules.
7. That the firm will provide the services to NCHD on specified locations through skilled persons of relevant field.
8. It is certified that declaration given above is true to the best of my knowledge and belief and nothing has been kept hidden.

M/S: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**GOVERNMENT OF PAKISTAN**  
**MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING**  
**NATIONAL COMMISSION FOR HUMAN DEVELOPMENT**  
(Administration Department)

**ANNEX-D**

**TECHNICAL EVALUATION CRITERIA**  
**FOR BIDDING OF 200 BRANDED DESKTOP COMPUTERS**

**[100 Marks]**

<b>S. No</b>	<b>Required Documentation</b>	<b>Total Marks</b>
		<b>100</b>
1.	NTN Certificate	10
2.	GST Certificate	10
3.	Active Tax Payer	10
4.	Financial Strength – Bank Statement of last 3 years	20
5.	Relevant Experience	20
6.	Operational Office in Islamabad / Rawalpindi	10
7.	Affidavit on Judicial Stamp paper	10
8.	One year warranty	10
	<b>Total Marks</b>	<b>100</b>

### Contract Forms

THIS CONTRACT (hereinafter termed as “Contract” is entered into, signed and executed at Islamabad on this \_\_\_\_\_ Day of, 2021

### BETWEEN

**National Commission for Human Development(NCHD)**, an autonomous body, established in 2002 with its head office located at 14-15<sup>th</sup> Floor, Shaheed-e-Millat Secretariat, Islamabad, hereinafter shall be termed as “PURCHASER”, which expression shall include the successors in office, permitted assigns and legal representatives.

### A N D

M/s-----, a firm duly registered with ----- bearing number ----- and has never been declared as defaulter by any authority or forum, having its registered office at----- (hereinafter referred to as “SUPPLIER”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assignees)

WHEREAS the Purchaser invited bids for Procurement of two hundred (200) Branded Desktop Computers and has accepted the following bid by the Supplier for the supply of requisite item, quantities, delivery schedule & rate of liquidated damages in case late deliveries of equipment:-

S.No.	Specifications	Brand / Model	Quantity	DDP Contract Unit Price Inclusive of all Taxes (Rs)	DDP Contract Total Price Inclusive of all Taxes (Rs)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:



1. Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context or even NCHD Ordinance 2002 and in clash thereof the general laws, rules and principle words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract referred to.

2. Both the parties of this Contract hereby agree that the following documents shall be read, understood and constructed as an essential and fundamental part of this Contract:

- a) Bidding Document
- b) The General Conditions of Contract;
- c) The Special Conditions of Contract;
- d) The Schedule of Requirements;
- e) Technical Specification;
- f) Price Schedule;
- g) The Integrity Pact;
- h) Form of Performance Guarantee;
- i) The Bid Forms (Technical & Financial).

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser and shall be bound to provide the Goods or services set right, resolve, redress, remedy, and cure the complaints, deficiencies, defect(s), shortcomings, or flaw(s) therein in conformity with the provisions of the Contract, failing which, the payments or charges shall be withheld, accordingly and no additional cost shall be made to the Supplier.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying/resolving 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

**PARTIES**

For and on behalf of 'Purchaser/NCHD' For and on behalf of 'SUPPLIER' /

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

CNIC \_\_\_\_\_

CNIC \_\_\_\_\_

**WITNESSES**

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

CNIC \_\_\_\_\_

CNIC \_\_\_\_\_

**Form of Integrity Pact**

Contract No. ITB # -----IFB/NCHD/Proc/02/2021

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

[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 NCHD or any administrative subdivision or agency thereof or any other entity owned or controlled by NCHD through any corrupt business practice.

2. Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation 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 NCHD, except that which has been expressly declared pursuant hereto.

3. [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 NCHD and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. [name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights and remedies available to NCHD under any law, contract or other instrument, be voidable at the option of NCHD.

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

Name of Purchaser: .....

Name of Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

**PART TWO**

**SECTION I.**

**GENERAL CONDITION OF CONTRACT (GCC)**

## General Condition of Contract

<b>1. Definitions</b>	<p>Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context or even NCHD Ordinance 2002 and in clash thereof the general laws, rules and principle shall apply, the following terms shall have the meaning ascribed thereto as provided below:-</p> <p>(a) "The Contract" means the agreement entered into between the Purchaser 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 satisfactory.</p> <p>(b) "The Contract Price" means the price which shall be payable to the Supplier under the Contract pursuant to the rates agreed at the time of signing the contract subject to proper / satisfactory performance of its contractual obligations.</p> <p>(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>(e) "GCC" means the General Conditions of Contract contained in this section.</p> <p>(f) "SCC" means the Special Conditions of Contract.</p> <p>(g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.</p> <p>(h) "The Purchaser's country" is the country named in SCC.</p> <p>(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</p> <p>(j) "NCHD" means the National Commission for Human Development established under the National Commission for Human Development Ordinance 2002 or its successors, legal, representatives and permitted assignees.</p> <p>(k) "The Project Site," where applicable, means the specified locations / place or places named in SCC.</p> <p>(l) "Day" means calendar day.</p> <p>(M) Delivered Duty Paid (DDP) price which means that supplier assumes all of</p>
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	the responsibility, risk and costs associated with transporting goods until the purchaser receives the goods at specified locations.
2. Application	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Standards	3.1 The Goods supplied under this Contract, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
4. Inspections and Tests	<p>4.1 The Purchaser 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 the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier as per discretion of the purchaser. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 In case of any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>4.4 The Purchaser's has the right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory / warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
5. Packing	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. 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.</p> <p>5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly</p>

	provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
6. Delivery and Documents	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the Schedule of Requirements at specified locations as per bidding documents.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation &amp; delivery charges, insurances &amp; warranties, if any, etc.</p>
7. Transportation	7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be borne by the supplier.
8. Warranty	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are new / unused. 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 Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>8.2 Unless otherwise specified in the Special Conditions of Contract, the warranty shall remain valid for one (01) years 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.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof at the specified locations, without costs to the Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 the Purchaser may have against the Supplier under the Contract.</p>
9. Payment	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>9.3 The payment to the successful bidder would be made after successful completion of shipment / deliveries at specified station and receipt of satisfactory Goods Inspection Report from the staff of the concerned District.</p> <p>9.4 Payments shall be made within thirty (30) days after acceptance</p>

	<p>of an invoice by the Purchaser.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
10. Prices	10.1 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.
11. Contract Amendments	11.1 No variation in or modification of the terms of the Contract shall be made.
12. Assignment	12.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
13. Performance Guarantee	<p>13.1 The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 10% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.</p> <p>13.2 Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee.</p> <p>13.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.</p>
14. Delays in the Supplier's Performance	<p>14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed in the bidding documents.</p> <p>14.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). After receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion to 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.</p> <p>14.3 Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.</p>
15. Liquidated Damages	15.1 Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods or to perform the Services, as per satisfaction of NCHD or within the period specified in this Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC for late delivery for each day up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.



<p>16. Termination for Default</p>	<p>16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods within the period specified in this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p> <p>16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser 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 the Purchaser 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>
<p>17. Force Majeure</p>	<p>17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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</p>

	Majeure event.
18. Resolution of Disputes	<p>18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation for any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>18.2 If negotiations fails or the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration subject to approval of the Competent Authority, NCHD.</p>
19. Governing Language	19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 19, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20. Applicable Law	20.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
21. Notices	<p>21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
22. Taxes and Duties	22.1 Supplier shall be entirely responsible for all applicable taxes, duties etc., incurred until delivery of the contracted Goods to the Purchaser.

**PART TWO – SECTION II**

**SPECIAL CONDITION OF CONTRACT (SCC)**

## **Special Conditions of Contract**

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

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Purchaser is: National Commission for Human Development.

GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan.

GCC 1.1 (k)—The Project Site i.e; Specified locations are:

**Sindh Province** : District Sujawal, District Jam shoro, District Tharparkar, District Karachi

**Punjab Province** : District Jehlum, District Chinniot, Dera Ghazi Khan. District Rajanpur,

**Khyber Pakhtunkhaw Province** : District Lakki Marwat, Disrict Bannu, District Swat, District Shangla,

**Balochistan Province** : District Quetta, District Naseer Abad, Disrict Musa Khel, District Kharan,

### **2. Inspections and Tests (GCC Clause 4)**

**GCC 4.1—Inspection and tests prior to supply of Goods and at final acceptance are as follows:**

The Purchaser or its representative shall have the right to inspect and or to test the supplies prior to supply of Goods, as per following ways to confirm their conformity to the Contract specifications at no extra cost to the Purchaser: -

The purchaser shall verify 100% Physical inspection of goods prior to delivery at specified locations.

Final inspection of goods will be carried out on receipt of goods at sites of delivery and payments shall be made against the Goods Receipt & Inspection Reports duly signed by the concerned offices on acceptance of goods.

### **3. Packing (GCC Clause 5)**

GCC 5.2 – Packing & accessories: The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer’s manuals, booklets, accessories etc.

### **4. Warranty (GCC Clause 8)**

GCC 8.2— The warranty period of the supplied items shall remain valid till the warranty period as mentioned under Technical Specifications from date of acceptance of the supplies at specified locations.

The Supplier, in addition to this, shall also comply with the requirement of submission of performance guarantees specified under the Contract.

(b) In case Performance Obligations are not met by the Supplier, the Purchase may place liquidated damages with respect to the failure to meet the contractual guarantees. The applicable rates on account of late delivery shall be 0.1% per day on undelivered quantity and unperformed Services including change of defective/sub-standard items, etc., shall be 0.1% per day and up to maximum 10% of the contract price of undelivered quantity / repairable items.

GCC 8.4 & 8.5—The period for correction of defects of goods in the warranty period is: 15 (Fifteen) days.

## **5. Payment (GCC Clause 9)**

GCC 9.1 & 9.3 —The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

(i) On Receiving and Acceptance of goods 100% (One hundred percent) payment of the supplies delivered, shall be made within thirty (30) working days of receipt / submission of bill supported by the Goods receipt and inspections reports of the Districts, by the purchaser.

A copy of the sales tax, must be submitted along with the invoice besides receipt of original delivery challan(s), in duplicate duly completed in all respect. In case GST is not applicable on the Goods to be procured, the Bidder shall provide the documentary evidence to the said effect issued from the Competent Authority.

Tax(s) if any, shall be deducted at source as per applicable taxation laws, while making the payments to the Supplier. Late delivery charges (if applicable as per bidding documents) will be deducted by the Purchaser.

## **6. Prices (GCC Clause 10)**

GCC 10.1—Prices shall be: Fixed.

## **7. Performance Guarantee (GCC Clause: 13)**

The Supplier, within 10 days of Purchaser's Notification of Award / Contract shall provide to the Purchaser a Performance Guarantee (valid till expiry of warranty period as specified in the Technical Specification) from any scheduled Bank of Pakistan equivalent to 10% of the total Contract amount in the shape of unconditional Bank Guarantee on the prescribed format as provided in the Bidding document.

Bidder's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with provision mentioned above. Failure to submit a Performance Guarantee shall result in to forfeiture of Bid Security and Cancellation of Contract.

The Performance Bank Guarantee shall be released upon completion of support and warranty period services including all the warranties.

#### **8. Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate: The applicable rates on account of late delivery shall be 0.1% per day on undelivered quantity and unperformed Services including change of defective/sub-standard items, etc., shall be 0.1% per day and up to maximum 10% of the contract price of undelivered quantity / repairable items.

#### **9. Termination for Default (GCC Clause 16)**

If during the contract period, it is found that supplied items are sub –standard or defective, the contract will be cancelled and Performance Guarantee will be forfeited and the firm will also be blacklisted

#### **10. Resolution of Disputes (GCC Clause 18)**

GCC 18.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:

- a) After coming into force of the procurement contract, disputes between the parties (if any) shall be settled by arbitration.
- b) The cost of Arbitration proceeding, including the fees of the Sole Arbitrator and any costs of proceedings imposed by the sole Arbitrator shall be borne equally by both the Parties. Notwithstanding the foregoing, each party shall bear its own legal costs.
- c) Decision of Arbitrator(s) / Umpire shall be final and binding upon the parties

#### **11. Governing Language (GCC Clause 19)**

GCC 19.1—The Governing Language shall be: English.

#### **12. Notices (GCC Clause 21)**

**GCC 21.1**—Purchaser's address for notice purposes:

Director Administration

National Commission for Human Development

14-15<sup>th</sup> Floor, Shaheed-e- Millat Secretariat, Islamabad

**Supplier's address for notice purposes:**

\_\_\_\_\_

\_\_\_\_\_