

Government of Pakistan
**NATIONAL COMMISSION FOR HUMAN
DEVELOPMENT (NCHD)**

BIDDING DOCUMENTS

For

NATIONAL COMPETITIVE BIDDING
(For Procurement of Student Package)

Project Titled: "Enrollment, Retention & Progression of Out
Of School Children (OOSC) in Islamabad Territory (ICT)
Pakistan (OOSC ICT)

NATIONAL COMMISSION FOR HUMAN DEVELOPMENT (NCHD)

Bid No. 01/2024

For

[Procurement of Student Package]

Dated 27th February 2024

Invitation to Bids

1. This Invitation to Bid follows the Procurement of Student Package of NCHD Community Schools.
2. The National Commission for Human Development (NCHD) has reserved the funds for the procurement planned during the financial year 2023-24. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Procurement of Student Package.
3. The National Commission for Human Development (NCHD) now invites sealed bids from eligible Suppliers of Student Package Material of NCHD.
4. The bidding shall be conducted in line with the Single Stage Two Envelope Procedure of the Public Procurement Rules, 2004.
5. All bids must be accompanied with separate Bid Security against each lot (where to be interested) in favour of "National Commission for Human Development (NCHD)" in an acceptable form in the shape of Bank Draft or Pay Order.

Lot #	Lot Name	Amount of Bid Security
1	Milk (Liquid)	Rs. 110,000/-
2	School Uniform	Rs. 75,000/-
3	Stationery	Rs. 105,000/-
4	Floor Sitting Mats	Rs. 18,000/-

6. Tender Notice is available at EPADS, NCHD's and PPRA's website. Bidding Documents can be collected from the address mentioned below before close of office hours or can be downloaded from the website of NCHD (www.nchd.org.pk).
7. The bid must be submitted through EPADS alongwith original bid, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address as given below on or before **10:00 am Mondy, March 25, 2024**. The bids will be opened on the same date at **10:30 am**.
8. NCHD will not entertain any bid, not submitted through EPADS.
9. NCHD reserves the right to accept any or cancel/ reject all proposals as per PPRA Rules 2004.

Director (Administration),
National Commission for Human Development (NCHD)
14th Floor, Shaheed-e-Millat Secretariat Building
Islamabad. Tel: 051-9216200

BIDDING DOCUMENTS

For

NATIONAL COMPETITIVE BIDDING

(Procurement of Student Package)

Part One

- I. Instructions to Bidders (ITB)
- II. Bid Data Sheet (BDS)

Part Two

- I. Schedule of Requirements
- II. Technical Specifications
- III. Standard Forms

Part Three

- I. General Conditions of Contract (GCC)
- II. Special Conditions of Contract (SCC)

**National Commission for Human Development
Government of Pakistan**

Part One

Section I **Instructions to Bidders (ITB)**

Instructions to Bidders (ITB)

A. Introduction

- | | |
|--|---|
| 1. Name of Procuring Agency and address | 1.1 National Commission for Human Development, Shaheed-e-Millat Secretariat Building, 14-15 th Floor, Islamabad |
| 2. Eligible Bidders | 2.1 The bidder must submit National Tax No., Sales Tax No. along with Certificates and AGPR Vendor Number (if any) as well as certificate of incorporation/registration of the firm (if any).

2.2 The bidder must be on Active Taxpayers List of FBR (mandatory), also provide last three years tax returns.

2.3 Affidavit on stamp paper to the extent conveying that the bidder / or any member of consortium has not been blacklisted by any procuring agency of the Government Agency / Authority (mandatory).

2.4 NCHD will not entertain any bid, not submitted through EPADS. |
| 3. Cost of Bidding | 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. The Bidding Documents

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|--|---|
| 4. Bidding Documents | 4.1 The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents, which include:
(a) Invitation to Bid
(b) Instructions to Bidders (ITB)
(c) Bid Data Sheet (BDS)
(d) General Conditions of Contract (GCC)
(e) Special Conditions of Contract (SCC)
(f) Schedule of Requirements
(g) Technical Specifications
(h) Bid Form and Price Schedules
(i) Contract Form
(j) Integrity Pact

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in any respect will be at the Bidder’s risk and may result in the rejection of his bid. |
| 5. Clarification of Bidding Documents | 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in Bid Data Sheet (BDS). The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives not later than five (05) days prior to the deadline for the submission of bids |

prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents, directly from the Procuring Agency.

- 6. Amendment of Bidding Documents**
- 6.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment, without substantially changing nature of procurement.
- 6.2 All bidders that have received the bidding documents directly, from the Procuring Agency, will be notified of the amendment in writing which will be binding on them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids and Bidding Procedure

- 7. Language of Bid**
- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified in the Bid Data Sheet.
- 8. Documents Comprising the Bid**
- 8.1 The bid prepared by the Bidder shall comprise of the following components:
- (a) a Bid Form, specifications and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and
 - (b) bid security furnished in accordance with ITB Clause 13.
 - (c) Single stage Two envelope bidding procedure will be adopted.
- 9. Bid Form**
- 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices in four lots, separately.
- 10. Bid Prices**
- 10.1 **The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the Goods as per tender specification. No alternate model or separate accessories are acceptable. The bidders to bid for all items in particular lot/s, the financial evaluation and award of contract shall be on the basis of total price of all items against each particular lot.** Quote price of all items as single item price will not be evaluated. In case bidders do not quote all items against lot/s, the bid will not be evaluated against lot/s.

10.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e. inclusive of all applicable taxes, prices etc.

10.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected. Two or more prices for a single item will be treated as non-responsive and will be rejected.

11. Bid Currencies

11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**12. Documents
Establishing
Bidder's
Eligibility and
Qualification**

12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of his bid, documents establishing the Bidder's eligibility to bid and his qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

(a) The Bidder meets the qualification criteria listed in the Bid Data Sheet.

13. Bid Security

13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(a) Bank draft/pay order in name of the Procuring Agency given under ITB clause 13.1 of Bid Data Sheet.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 of the BDS will be rejected by the Procuring Agency as nonresponsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency pursuant to ITB Clause 14.

13.6 The successful Bidder's performance guarantee will be released upon the Bidder's successful supply of Goods duly acceptable to the Procuring Agency.

13.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) if a bidder is found indulged in fraudulent/ corrupt practices/concealment of facts;
- (c) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 30;
 - (ii) fails to deliver the Goods within stipulated time period as per Schedule of Requirements: Section: I – Part Two.

13.8 Performance guarantee will be required as given in Bid Data Sheet (BDS).

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.
- 14.2 In exceptional circumstances, the Procuring Agency may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to modify his bid.

15. Format and Signing of Bid

- 15.1 The original shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.2 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded (bound) and each page signed/stamped by authorized person.

D. Submission of Bids

16. Sealing and Marking of Bids

- 16.1 Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal. The envelopes shall then be sealed in an outer envelope.
- 16.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - (b) bear the name indicated in the Bid Data Sheet, the Invitation for Bids title and a statement: “DO NOT OPEN BEFORE,” to be

completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.

16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the bid will not be accepted.

17. Deadline for Submission of Bids

17.1 Bids must be received by the Procuring Agency at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

17.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by fax or email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

19.3 No bid may be modified after the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

E. Opening and Evaluation of Bids

20. Opening of Bids by the Procuring Agency

20.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance. Initially technical proposal will be opened and evaluated

by the Procuring Agency. Financial proposal of the bidders qualified in technical proposal, will be opened thereafter and the date & venue would be informed and be opened in presence of the bidders. Financial proposal of the unsuccessful bidders will be returned un-opened.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20.4 The Procuring Agency will prepare minutes of the bid opening.

21. Clarification of Bids

21.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

22. Preliminary Examination

22.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, the bid will be rejected, and bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the

contents of the bid itself without recourse to extrinsic evidence.

22.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Evaluation and Comparison of Bids

23.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The Procuring Agency's evaluation of a bid, further elaborated under Bid Data Sheet, will be on delivered duty paid (DDP) price inclusive of prevailing duties and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

24. Contacting the Procuring Agency

24.1 Subject to ITB Clause 21, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should be done in writing.

24.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

25. Qualification

25.1 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.

26. Award Criteria

26.1 Subject to ITB Clause 28, 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 lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

27. Procuring Agency's Right to Vary Quantities at Time of Award

27.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

28. Procuring Agency's Right to Accept/Reject Bids

28.1 The Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process and reject all bids at any time prior to acceptance of the bids, without thereby incurring any liability to the affected Bidder or bidders. The Procuring Agency will inform the

affected Bidder or bidders of the grounds for the Procuring Agency's action, if so requested, but the Procuring Agency shall not be required to justify the grounds.

- 29. Notification of Award**
- 29.1 The Procuring Agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.
- 30. Signing of Contract**
- 30.1 At the same time as the Procuring Agency notifies the successful Bidder, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 31. Corrupt or Fraudulent Practices**
- 31.1 The Procuring Agency observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Procuring Agency:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of any thing 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 agencies; 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 agencies 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
 - (b) 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;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a NCHD financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a NCHD financed contract.
- 32 Blacklisting**
- 32.1 The Procuring Agency may blacklist a bidder/ firm found under obligation of theft or mentioned wrongdoings vide clause 31.1 (a,b and c) or who consistently fails to perform satisfactorily.

32.2 Before blacklisting of the firm, show cause notice will be issued to the bidder followed by personal hearing, in case of non-resolution of issue. The nature of blacklisting of firm, whether temporary or permanent, will depend upon the gravity of offense.

33 Integrity Pact

33.1 The successful bidder shall be required to furnish Integrity Pact as per the attached format within one day of evaluation report.

34. Provision of Samples

34.1 The bidders must submit sample of each item with the bid, recommended bidder sample for each item shall be retained by procuring agency and unsuccessful bidder shall be returned after bids opening. Irrelevant or low quality sample with respect to prescribed specification shall not be considered.

Section II.

Bid Data Sheet (BDS)

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB): Section I. Whenever there is a conflict, the provisions herein shall prevail over those in Invitation to Bid.

A. The Bidding Document																	
ITB 7.1	Language of the Bid	English															
B. Preparation of Bids																	
ITB 10.2	The price quoted shall be	Delivered Duty Paid (inclusive of all applicable taxes & transportation charges) in Pak Rupees															
ITB 10.3	The price shall be	Fixed and must include the Income & General Sales Taxes (GST) and other taxes and duties, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all the taxes/ duties prevailing/ levied hereafter.															
ITB 12.2 (a)	Qualification requirements	<ol style="list-style-type: none"> 1. The bidder must submit National Tax No., Sales Tax No. Certificates and AGPR Vendor Number (if any) as well as certificate of incorporation/registration of the firm (if any). 2. The bidder must be on Active Taxpayers List of FBR (mandatory), also provide last three years tax returns. 3. Affidavit to the extent conveying that the bidder has not been blacklisted by any procuring agency of the Government (mandatory). 4. Purchase / Order copies of similar nature clearly showing the nature & amount of work awarded (duly acknowledged by the Procuring agency) / Work completion Certificates of Similar nature by the Procuring Agency clearly showing the amount and nature of work awarded. 5. Satisfactory certificates issued by the Procuring Agency clearly showing the amount and nature of work awarded. 6. Detail of employees working with the bidder 7. List of clients 8. Bank statement of last one year 															
ITB 13.1	Amount of bid security	<p>Amount of bid security separately against each lot (where to be interested) in the form of Bank Draft/ Pay Order (mandatory) in favour of "NCHD Islamabad"</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th style="width: 10%;">Lot #</th> <th style="width: 60%;">Lot Name</th> <th style="width: 30%;">Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Milk (Liquid)</td> <td style="text-align: right;">Rs. 110,000/-</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">School Uniform</td> <td style="text-align: right;">Rs. 75,000/-</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Stationery</td> <td style="text-align: right;">Rs. 105,000/-</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Floor Sitting Mats</td> <td style="text-align: right;">Rs. 18,000/-</td> </tr> </tbody> </table>	Lot #	Lot Name	Amount of Bid Security	1	Milk (Liquid)	Rs. 110,000/-	2	School Uniform	Rs. 75,000/-	3	Stationery	Rs. 105,000/-	4	Floor Sitting Mats	Rs. 18,000/-
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ITB 13.2	Form of Bid Security	<ol style="list-style-type: none"> (i) The tenders found deficient of the amount as bid security will not be considered. (ii) No personal cheques will be acceptable at any cost. (iii) The previous bid security will not be considered or carried forward. 															
ITB 13.8	Performance Guarantee	<ol style="list-style-type: none"> (i) The Supplier, within 10 working 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. (ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee. (iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract. 															
ITB 14.1	Bid validity period.	Bid should remain valid for 90 days from the closing date.															

C. Submission of Bids

ITB 17.1	Address for bid submission.	NATIONAL COMMISSION FOR HUMAN DEVELOPMENT 14-15 th Floor, Shaheed-e-Millat Secretariat Building, Islamabad. Ph: 051-9216200 NCHD will not entertain any bid, not submitted through EPADS.
ITB 17.1	Deadline for bid submission.	March 25, 2024 10:00 AM

D. Opening and Evaluation of Bids

ITB 20.1	Date, Time and place for bid opening.	March 25, 2024 10:30 AM NATIONAL COMMISSION FOR HUMAN DEVELOPMENT, 14-15 th Floor, Shaheed-e-Millat Secretariat Building, Islamabad.																				
ITB 23.2	<p>Criteria for bid evaluation.</p> <p>i) Technical Evaluation= minimum 70% threshold)</p> <p>ii) Financial Evaluation= Item Wise Lowest quoted bidder will be considered Most Advantageous Bid)</p> <p>Note: <i>(The proposals who have fulfilled the mandatory requirements as mentioned in clause 12.2(a) and scored Minimum 70% marks in Technical Criteria) will qualify for the next stage, i.e. financial opening). The marks of technical proposal would not be accumulated in financial evaluation.</i></p>	<p>The bids shall be evaluated on “Single Stage Two Envelope Procedure” in accordance with rule 36(b) of Public Procurement Rules, 2004.</p> <p>(i) Delivered Duty Paid (inclusive of all applicable taxes & transportation charges) Price Only.</p> <p>Technical Criteria:- (minimum 70 % threshold)</p> <p>(i) No of successful projects (copies of Purchase orders) of similar nature (10 Marks max).</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;">Five projects</td> <td style="text-align: center;">05 Marks</td> </tr> <tr> <td style="text-align: center;">More than five projects</td> <td style="text-align: center;">10 Marks</td> </tr> </table> <p>(ii) Experience in Government organization for manufacturing or supplying (10 Marks Max).</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;">Five years</td> <td style="text-align: center;">05 Marks</td> </tr> <tr> <td style="text-align: center;">More than five years</td> <td style="text-align: center;">10 Marks</td> </tr> </table> <p>(iii) Total Number of Employees two (02) points for each employee (10 Marks max)</p> <p>(iv) List of Clients entertained (10 Marks).</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;">Up-to ten clients</td> <td style="text-align: center;">05 Marks</td> </tr> <tr> <td style="text-align: center;">More than ten clients</td> <td style="text-align: center;">10 Marks</td> </tr> </table> <p>(v) Total net worth (total assets-total liabilities and last one year bank statement) (Max Marks 20)</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;">Less than 10 million</td> <td style="text-align: center;">10 Marks</td> </tr> <tr> <td style="text-align: center;">10 million and above</td> <td style="text-align: center;">20 marks</td> </tr> </table> <p>(vi) Having registered outlet/ shop/office (10 Marks Max).</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;">Three years</td> <td style="text-align: center;">05 Marks</td> </tr> <tr> <td style="text-align: center;">More than Three years</td> <td style="text-align: center;">10 Marks</td> </tr> </table> <p>Financial Criteria:-</p> <p>(i) The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the Goods as per tender specification. No alternate model or separate accessories are acceptable. The bidders to bid for all items in particular as lot/s, the financial evaluation and award of contract shall be on the basis of total price of all items in each particular lot/s. Quote price of all items as single item price will not be evaluated. In case bidders do not quote all items, the bid will not be evaluated.</p> <p>(ii) Financial Bids of the successful bidders (technically qualified who have fulfilled the mandatory requirements as mentioned in clause ITB 12.2(a) and obtained 70 % marks in technical proposals will be opened publicly and shall be evaluated on cost only. Bid found to be the “Most Advantageous Bid” in separate / particular lot/s shall be awarded the contract</p>	Five projects	05 Marks	More than five projects	10 Marks	Five years	05 Marks	More than five years	10 Marks	Up-to ten clients	05 Marks	More than ten clients	10 Marks	Less than 10 million	10 Marks	10 million and above	20 marks	Three years	05 Marks	More than Three years	10 Marks
Five projects	05 Marks																					
More than five projects	10 Marks																					
Five years	05 Marks																					
More than five years	10 Marks																					
Up-to ten clients	05 Marks																					
More than ten clients	10 Marks																					
Less than 10 million	10 Marks																					
10 million and above	20 marks																					
Three years	05 Marks																					
More than Three years	10 Marks																					

Part Two

- I. Schedule of Requirements
- II. Technical Specifications
- III. Standard Forms

I. Schedule of Requirements

I. Schedule of Requirements

Lot ~ 1: Student Package ~ Milk

(Student Package ~ Milk)					
Sr. #	Items	Specification	Qty. Required (Nos)		Delivery Schedule
1.	Milk (Liquid)	(Full Cream Milk (Dairy Product 100 %) Tetra Pack 250 ml Vitamins A for maintenance of normal vision, Vitamin D for maintenance of normal bones & teeth and Soya Protein Nutrient Measurement Precision Approximately: Energy 62.4 kcal, Protein 2.7g, Carbohydrates 4.8g, Sugars 4.8g, Fat 3.6g, Fiber Traces, Sodium 0.09g) Expiry Date Validity must be at least 3 months at the time of delivery	72,000		Within one week after the signing of contract Packing of each item in sealed packet, marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT NOT FOR SALE"

Lot ~ 2: Student Package ~ School Uniform

(Student Package ~ School Uniform)					
Sr. #	Items	Specification	Qty. Required (Nos)		Delivery Schedule
			Age	Qty	
1.	School Uniforms For Boys	White Shirt in KT Sharmant with pocket on left side Trouser Gray Color in Tropical Officer Embossed on pocket with NCHD's Monogram	5 Years	223	Within one week after the signing of contract
			6 Years	167	
			7 Years	107	
			8 Years	88	
			9 Years	53	
			10 Years	85	
2.	School Uniforms For Girls	Sky Blue Shirt in KT Sharmant with pocket on right side White Shalwar in KT Sharmant White Sash in KT Sharmant Embossed on pocket with NCHD's Monogram	5 Years	206	
			6 Years	195	
			7 Years	129	
			8 Years	109	
			9 Years	69	
			10 Years	69	

Lot ~ 3: Student Package ~ Stationery

(Student Package ~ Stationery)				
Sr. #	Items	Specification	Qty. Required (Nos)	Delivery Schedule
1.	Register	Hard Card Cover 50 grams (Combined with English, Urdu & Maths) Minimum 300 pages (01 Register in each packet)	3,600	Within one week after the signing of contract Packing of each set in sealed packet (01) , marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT NOT FOR SALE"
2.	Pencil	Without Eraser, No 2.5 (06 Pencils in each packet)	21,600	
3.	Sharpener	Plastic Single Blade – Equivalent to DUX (02 Sharpeners in each packet)	7,200	
4.	Eraser	Equivalent to DUX (02 Erasers in each packet)	7,200	
5.	Stationery Pouch	Standard Size, Cloth high quality printed, portable / washable (01 Stationery Pouch in each packet)	3,600	
6.	Cubes with Complete English Letters / Alphabets	Plastic made, size large 2" x 2", complete alphabets (01 Set in each packet)	585	
7.	Cubes with Complete Urdu Letters / Alphabets	Plastic made, size large 2" x 2", complete alphabets (01 Set in each packet)	585	Packing of each set in sealed packet (02) , marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT NOT FOR SALE"
8.	Cubes with Complete Digits 0-9 Counting/ Digits	Plastic made, size large 2" x 2", 0 to 9 digits (01 Set in each packet)	585	
9.	Globe	Table Globe with stand in standard size (01 Set in each packet)	585	
10.	Pakistan Map	Colored on Art Paper 110 grams at least Size: 3' x 2' (01 Set in each packet)	585	
11.	Flash Cards Multiple – Fruits / Animals etc.)	Standard Pieces and Size (01 Set in each packet)	585	

Lot ~ 4: Student Package ~ Floor Sitting Mats

(Student Package ~ Floor Sitting Mats)				
Sr. #	Items	Specification	Qty. Required (Nos)	Delivery Schedule
1.	Floor Sitting Mats	Quality: Water resistance, suitable for outdoor / indoor use. 2 ply for long lasting use, Plastic made, Size 15 ft X 12 ft	200	Within one week after the signing of contract Each mat must be stitched / marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT & NOT FOR SALE"

II. Technical Specifications

III. Technical Specifications

Lot ~ 1: Student Package ~ Milk

Sr. #	Items	Specification
1.	Milk (Liquid)	<p>(Full Cream Milk (Dairy Product 100 %) Tetra Pack 250 ml Vitamins A for maintenance of normal vision, Vitamin D for maintenance of normal bones & teeth and Soya Protein Nutrient Measurement Precision Approximately: Energy 62.4 kcal, Protein 2.7g, Carbohydrates 4.8g, Sugars 4.8g, Fat 3.6g, Fiber Traces, Sodium 0.09g)</p> <p>Expiry Date Validity must be at least 3 months at the time of delivery</p> <p>Packing of each item in sealed packet, marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT~NOT FOR SALE"</p>

Lot ~ 2: Student Package ~ School Uniform

Sr. #	Items	Specification
1.	School Uniforms For Boys	White Shirt in KT Sharmant with pocket on left side Trouser Gray Color in Tropical Officer Embossed on pocket with NCHD's Monogram
2.	School Uniforms For Girls	Sky Blue Shirt in KT Sharmant with pocket on right side White Shalwar in KT Sharmant White Sash in KT Sharmant Embossed on pocket with NCHD's Monogram

Lot ~ 3: Student Package ~ Stationery

Sr. #	Items	Specification	Special Remarks
1.	Register	Hard Card Cover 50 grams (Combined with English, Urdu & Maths) Minimum 300 pages (01 Register in each packet)	Packing of each set in sealed packet (01), marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT NOT FOR SALE"
2.	Pencil	Without Eraser, No 2.5 (06 Pencils in each packet)	
3.	Sharpener	Plastic Single Blade – Equivalent to DUX (02 Sharpeners in each packet)	
4.	Eraser	Equivalent to DUX (02 Erasers in each packet)	
5.	Stationery Pouch	Standard Size, Cloth high quality printed, portable / washable (01 Stationery Pouch in each packet)	
6.	Cubes with Complete	Plastic made, size large, complete alphabets	

	English Letters / Alphabets	(01 Set in each packet)	
7.	Cubes with Complete Urdu Letters / Alphabets	Plastic made, size large, complete alphabets (01 Set in each packet)	Packing of each set in sealed packet (02), marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT NOT FOR SALE"
8.	Cubes with Complete Digits 0-9 Counting/ Digits	Plastic made, size large, 0 to 9 digits (01 Set in each packet)	
9.	Globe	Table Globe with stand in standard size (01 Set in each packet)	
10.	Pakistan Map	Colored on Art Paper 110 grams at least Size: 3' x 2' (01 Set in each packet)	
11.	Flash Cards Multiple – Fruits / Animals etc.)	Standard Pieces and Size (01 Set in each packet)	

Lot ~ 4: Student Package ~ Floor Sitting Mats

Sr. #	Items	Specification
1.	Floor Sitting Mats	Quality: Water resistance, suitable for outdoor / indoor use. 2 ply for long lasting use, Plastic made, Size 15 ft X 12 ft Each mat must be stitched / marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT & NOT FOR SALE"

III. Standard Forms

1. Bid Form

Date: _____

No: _____

To: Director Administration
National Commission for Human Development
Islamabad.

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *the goods* in conformity with the said bidding documents for the sum of Rs.----- in Lot 1, Rs.----- in Lot 2, Rs.----- in Lot 3 and Rs.----- in Lot 4,.

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

If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Procuring agency according to Clause 13.6 of Instructions to Bidders.

We also agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 20 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____
2.

2. Price Schedule * (Lot Wise)

Name of Bidder _____

Lot ~ 1: Student Package ~ Milk

Sr .#	Items	Specification	Qty. Required (Nos)	Per Unit Price	Total Price (Rs)
1.	Milk (Liquid)	(Full Cream Milk (Dairy Product 100 %) Tetra Pack 250 ml Vitamins A for maintenance of normal vision, Vitamin D for maintenance of normal bones & teeth and Soya Protein Nutrient Measurement Precision Approximately: Energy 62.4 kcal, Protein 2.7g, Carbohydrates 4.8g, Sugars 4.8g, Fat 3.6g, Fiber Traces, Sodium 0.09g) Expiry Date Validity must be at least 3 months at the time of delivery	72,000		
Total amount of Bids in words (Rupees _____ _____ -)					Total amount in Figures (Rs _____)

Signatures of authorized person-----

* The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the Goods as per tender specification. No alternate model or separate accessories are acceptable. The bidders to bid for all items as a whole lot, the financial evaluation and award of contract shall be on the basis of total price of all items. Quote price of all items as single item price will not be evaluated. In case bidders do not quote all items, the bid will not be evaluated.

Name of Bidder _____

Lot ~ 2: Student Package ~ School Uniform

Sr. #	Items	Specification	Qty. Required (Nos)		Per Unit Price	Total Price (Rs)
1.	School Uniforms For Boys	White Shirt in KT Sharmant with pocket on left side Trousers Gray Color in Tropical Officer Embossed on pocket with NCHD's Monogram	5 Years	223		
			6 Years	167		
			7 Years	107		
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2.	School Uniforms For Girls	Sky Blue Shirt in KT Sharmant with pocket on right side White Shalwar in KT Sharmant White Sash in KT Sharmant Embossed on pocket with NCHD's Monogram	5 Years	206		
			6 Years	195		
			7 Years	129		
			8 Years	109		
			9 Years	69		
			10 Years	69		
Total amount of Bids in words (Rupees _____)					Total amount in Figures (Rs _____)	

Signatures of authorized person-----

* The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the Goods as per tender specification. No alternate model or separate accessories are acceptable. The bidders to bid for all items as a whole lot, the financial evaluation and award of contract shall be on the basis of total price of all items. Quote price of all items as single item price will not be evaluated. In case bidders do not quote all items, the bid will not be evaluated.

Name of Bidder _____

Lot ~ 3: Student Package ~ Stationery

Sr. #	Items	Specification	Special Remarks	Qty. Required (Nos)	Per Unit Price	Total Price (Rs)
1.	Register	Hard Card Cover 50 grams (Combined with English, Urdu & Maths) Minimum 300 pages (01 Register in each packet)	Packing of each set in sealed packet (01), marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT NOT FOR SALE"	3,600		
2.	Pencil	Without Eraser, No 2.5 (06 Pencils in each packet)		21,600		
3.	Sharpener	Plastic Single Blade – Equivalent to DUX (02 Sharpeners in each packet)		7,200		
4.	Eraser	Equivalent to DUX (02 Erasers in each packet)		7,200		
5.	Stationery Pouch	Standard Size, Cloth high quality printed, portable / washable (01 Stationery Pouch in each packet)		3,600		
6.	Cubes with Complete English Letters / Alphabets	Plastic made, size large, complete alphabets (01 Set in each packet)		585		
7.	Cubes with Complete Urdu Letters / Alphabets	Plastic made, size large, complete alphabets (01 Set in each packet)		585		
8.	Cubes with Complete Digits 0-9	Plastic made, size large, 0 to 9 digits		585		

	Counting/ Digits	(01 Set in each packet)	BY NCHD, M/OFE&PT NOT FOR SALE”			
9.	Globe	Table Globe with stand in standard size (01 Set in each packet)		585		
10.	Pakistan Map	Colored on Art Paper 110 grams at least Size: 3’ x 2’ (01 Set in each packet)		585		
11.	Flash Cards Multiple – Fruits / Animals etc.)	Standard Pieces and Size (01 Set in each packet)		585		
Total amount of Bids in words (Rupees _____ _____)						Total amount in Figures (Rs _____)

Signatures of authorized person-----

*** The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the Goods as per tender specification. No alternate model or separate accessories are acceptable. The bidders to bid for all items as a whole lot, the financial evaluation and award of contract shall be on the basis of total price of all items. Quote price of all items as single item price will not be evaluated. In case bidders do not quote all items, the bid will not be evaluated.**

Name of Bidder _____

Lot ~ 4: Student Package ~ Floor Sitting Mats

Sr. #	Items	Specification	Qty. Required (Nos)	Per Unit Price	Total Price (Rs)
1.	Floor Sitting Mats	Quality: Water resistance, suitable for outdoor / indoor use. 2 ply for long lasting use, Plastic made, Size 15 ft X 12 ft Each mat must be stitched / marked with NCHD's Monogram along with "DONATED BY NCHD, M/OFE&PT & NOT FOR SALE"	200		
Total amount of Bids in words (Rupees _____) _____)					Total amount in Figures (Rs _____) _____)

Signatures of authorized person-----

* The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the Goods as per tender specification. No alternate model or separate accessories are acceptable. The bidders to bid for all items as a whole lot, the financial evaluation and award of contract shall be on the basis of total price of all items. Quote price of all items as single item price will not be evaluated. In case bidders do not quote all items, the bid will not be evaluated.

3. Contract Form

THIS CONTRACT OF DEED is made at Islamabad on this ____day of ____, 2024 between *National Commission for Human Development (NCHD)* (hereinafter called “the Procuring Agency”) through ____of the one part and [*name of Supplier*] (hereinafter called “the Supplier”) through____ of the “stationery & misc items” valid for one year of the other part:

WHEREAS the Procuring Agency invited bids for Student Package and has accepted a bid by the Supplier for the supply of those Goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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 referred to.
2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement as per financial proposal quoted by _____, viz:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specification;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract;
 - (f) The Procuring Agency’s Notification of Award dated _____
 - (g) Integrity Pact
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods as per schedule of requirement & time frame mentioned in the schedule of requirement and to replace the defaulted items/units within two days of the complaint therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract. Provided that final payment shall only be processed subject to fulfillment of the contract as per the requirement/satisfaction of the procuring agency.

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.

Name:-_____

Name:-_____

Designation:-_____

Designation:-_____

On Behalf of the Procuring Agency _____

On Behalf of the Supplier _____

Witness No.1 _____

Witness No. 2 _____

Part Three

Section I.

General Conditions of Contract (GCC)

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Agency 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.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the items of Student Package (as per Schedule of Requirement), and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) The “Services” means services in connection with supply of Student Package and such obligations of the supplier covered under the contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means National Commission for Human Development, Islamabad.
- (h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (i) “Day” means calendar day.

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 & Trainings

4.1 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination.

4.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods free of cost to the Procuring Agency.

4.3 The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Procuring Agency'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 Procuring Agency or its representative prior to the Goods' shipment from the factory/warehouse.

4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

5. Packing

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, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

6. Delivery and Documents

6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

7. Transportation

7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination i.e. NCHD, 14th Floor, Shaheed-e-Millat Secretariat Building, Islamabad.

8. Warranty

8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency'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.

9. Payment

9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

9.2 The Supplier's request(s) for payment shall be made to the Procuring Agency 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.

9.3 Payments shall be made promptly by the Procuring Agency, but in no

case later than thirty (30) days after submission of an invoice or claim by the Supplier.

9.4 The currency of payment is Pak. Rupees.

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 the bid.

11. Change Orders

11.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract.

11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Procuring Agency's change order.

12. Contract Amendments

12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13. Assignment

13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.

14. Delays in the Supplier's Performance

14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

14.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s).

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.

15. Liquidated Damages

15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in Special Conditions of the Contract. Once the maximum deduction is reached (**i.e; 10% of the contract price**), the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16.

16. Termination for Default

16.1 The Procuring Agency, 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:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14.2; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“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 agencies; 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 agencies 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.

- 16.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency 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 Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

- 17.1 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 Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency 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 Majeure event.

18. Resolution of Disputes

- 18.1 The Procuring Agency and supplier shall designate a person by name or as the holder of an office who will act as arbitrator for adjudication of differences arising during the execution of the contract.
- 18.2 The proceedings of the Arbitration process will be governed under the

provisions available in the Arbitration Act, 1940.

- 19. Governing Language**
- 19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, 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 Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these bidding documents, the provisions of the laws and rules will prevail.
- 21. Notices**
- 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.
- 21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 22. Taxes and Duties**
- 22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
- 23. Performance Guarantee**
- 23.1 The Supplier, within 10 working 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.
- 23.2 Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee.
- 23.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.
- 24. Grievance**
- 24.1 In case of any grievance the bidder may contact the Grievance Redressal Committee already constituted by NCHD.

Section II.

Special Conditions of Contract (SCC)

Special Conditions of Contract (SCC)

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. 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 Procuring Agency or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency..

2. Packing (GCC Clause 5)

GCC 5.2 – Packing & accessories: The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.

3. 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 shall be made in Pak. Rupees on completely delivered goods (through AGPR Pre-Audit System) within thirty (30) days of submission of claim supported by the acceptance certificate issued by the Procuring Agency.

4. Prices (GCC Clause 10)

GCC 10.1—Prices shall be: Fixed.

5. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate: Applicable rates shall not exceed one (0.1) % per day

6. 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:

In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

7. Governing Language (GCC Clause 19)

GCC 19.1—The Governing Language shall be: English.

—Supplier’s address for notice purposes:

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ 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 Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

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

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

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

[Buyer] [Seller/Supplier]
