

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

(As per Rule 47 of PP Rules, 2004)

To Be Filled And Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services and Goods

- NAME OF THE ORGANIZATION/ DEPTT. National Commission for Human Development / M/o Federal Education & Professional Training
- FEDERAL / PROVENCIAL GOVT. Federal
- TITLE OF CONTRACT. Procurement of 200 Branded Desktop Computers
- TENDER NUMBER. IFB/NCHD/Proc/02/2021
- BRIEF DESCRIPTION OF CONTRACT. Procurement of 200 Branded Desktop Computers for Madaris Project; Funded by: PHDF
- TENDER VALUE. PKR 13,710,400/-
- ENGINEER'S ESTIMATE N/A
- (For civil Works only)
- ESTIMATED COMPLETION PERIOD 45 days of the issuance of contract
- WHEATHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREWMENT PLAN?

No (As activity was project based on condition to fulfilment of project indicators that is why couldn't include in Annual Procurement Plan 2021-22)

ADVERTISEMENT:

- (i) PPRA Website (Yes/No): Yes
(Federal Agencies) (30-Sep-2021, TS460961E)
- (ii) News Paper: Daily Nawaiwaqat dated October 3, 2021 & The Tribue dated October 3, 2021
(If yes give name of Newspapers and dates)

TENDER OPEND ON (DATE & TIME) 25-Oct-2021 at 1130 Hours

NATURE OF PURCHASE Local/ International: Local

EXTENTION IN DUE DATE (if any) (Yes/ No): N/A

NUMBER OF TENDER DOUCUMENTS SOLD: N/A

(Attach list of Buyers)

WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOUCUMENTS (Yes/No): Yes (copy enclosed)

(If yes, enclose a copy)

WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOUCUMENTS (Yes/No) Yes (copy enclosed)

(If yes, enclose a copy)

WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

- a) SINGAL STAGE- ONE ENVELOPE PROCEDUR
- b) SINGAL STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGES BIDDING PROCEDURE
- d) TWO STAGES TWO ENVELOPE BIDDING PROCEDURE

-- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASON (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED ETC) N/A

-- WHO IS THE APPROVING AUTHORITY Chairman, NCHD

- WEATHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: N/A
- NUMBER OF BIDS RECEIVED: 03 (three)
- WEATHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER (Yes/ No): Yes
- WEATHER INTEGRITY PACT WAS SIGNED (Yes/No): Yes

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

(As per Rule 47 of PP Rules, 2004)

To Be Filled And Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services and Goods.

NUMBER OF BIDDER PRESENT AT THE TIME OF OPENING OF BID: 03 (three)

NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S. MA Enterprises, Islamabad

RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd & 3rd Evaluated BID): 1st

NEED ANALYSIS (Why the procurement was necessary?): As per project requirement

IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASON (Briefly describe): N/A

WEATHER NAME OF THE BIDDER AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: N/A

DATE OF CONTRACT SIGNING: 25-Nov-2021 (copy enclosed)
(Attached a copy of agreement)

CONTRACT AWARDS PRICE: PKR 13,710,400/-

WEATHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Yes/ No): No (copy enclosed)
(Attached copy of the bid evaluation report)

ANY COMPLAINTS RECIVED (Yes/No): Yes
(If yes result thereof) Claimant not appear for personal hearing before the "Grievance Committee"

ANY DEVIATION FORM SPECIFICATION GIVEN IN THE TENDER NOTICE/ DOCUMENTS (Yes/No): No
(If yes give Details)

DEVIATION FORM QUALIFICATION CRITERIA (Yes/ No): No
(If yes give detail)

SPECIAL CONDITION, IF ANY (Give Brief Description): No

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

- 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.

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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; unperformed 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.

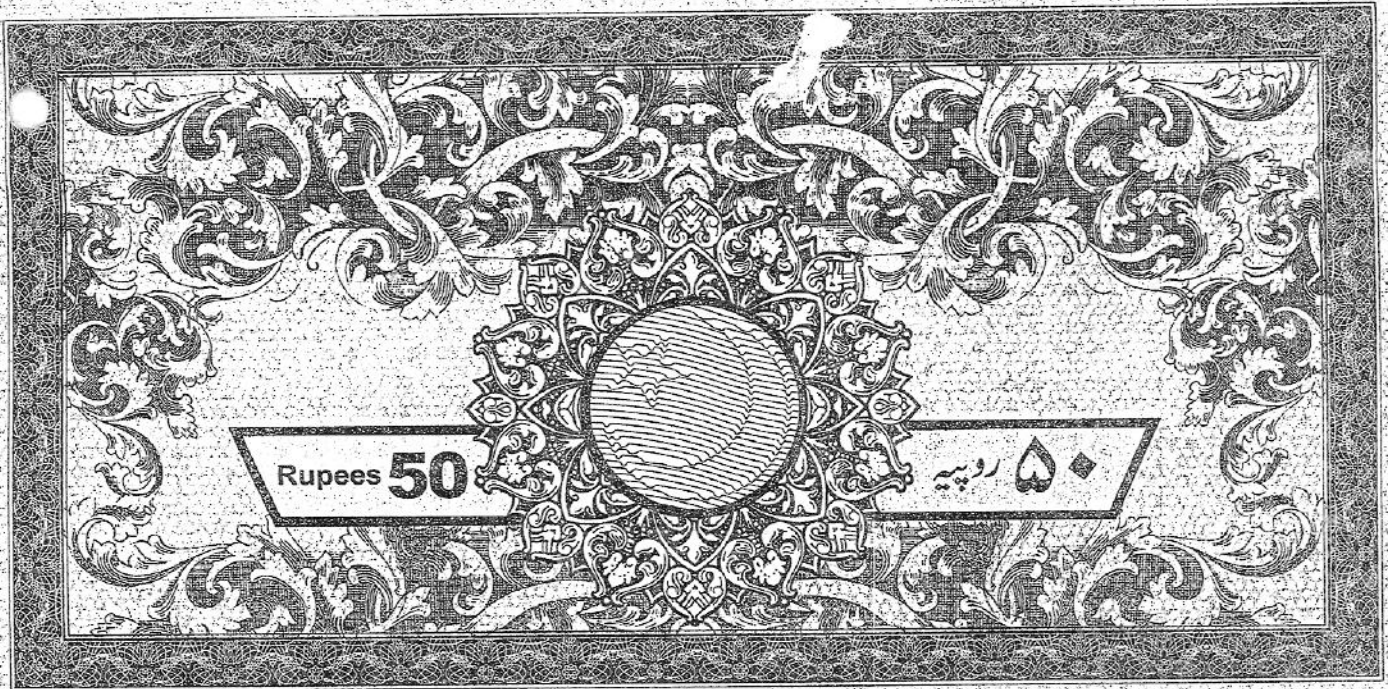
GOVERNMENT OF PAKISTAN
MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING
NATIONAL COMMISSION FOR HUMAN DEVELOPMENT
(Administration Department)

ANNEX-D

TECHNICAL EVALUATION CRITERIA
FOR BIDDING OF 200 BRANDED DESKTOP COMPUTERS

[100 Marks]

S. No	Required Documentation	Total Marks
		100
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
	Total Marks	100



CONTRACT

THIS CONTRACT (hereinafter termed as "Contract" is entered into, signed and executed at Islamabad on this Thursday of 25th November 2021,

BETWEEN

National Commission for Human Development (NCHD), an autonomous body, established in 2002 with its head office located at 14-15th 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

AND

MA Enterprises, Islamabad a firm duly registered with Federal Board of Revenue (FBR) bearing number 3740571103319 and has never been declared as defaulter by any authority or forum, having its registered office at Shop No. 06, Basement Nawaz Plaza, Jahangir Market, Street No. 05, G/9-2, Islamabad (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)

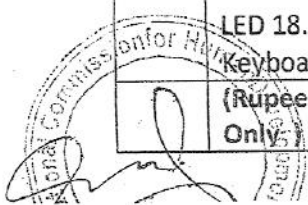
Original Received

25-11-2021

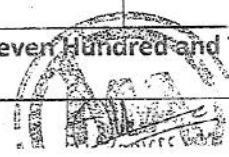


WHEREAS the Purchaser invited bids for Procurement of two hundred (200) Branded Desktop Computers and has accepted the following bid by the Supplier for the supply of requisite item, quantities, delivery schedule & rate of liquidated damages in case late deliveries of equipment:-

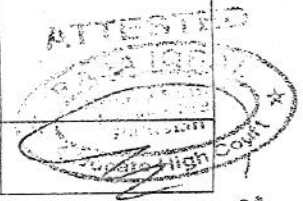
S.No.	Specifications	Brand / Model	Quantity	DDP Contract Unit Price Inclusive of all Taxes (Rs)	DDP Contract Total Price Inclusive of all Taxes (Rs)
1.	Branded Desktop Computers Processor Type Intel Core i5, 6th Generation, RAM size 8 GB Hard drive size 500 GB, SATA Warranty One Year Network connection Network Port LED 18.5" Keyboard and Mouse Yes	Dell 3040 and 7040	200	68,552.00	13,710,400.00
(Rupees Thirteen Million Seven Hundred and Ten Thousand Four Hundred Only)					



Ishtiaq



MA



25 NOV 2021

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باز سدا سدا سدا

25-11-2021

37405-7110331-9

طالبا



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)
Islamabad)

Name : Shakeel Mahmood Butt

Designation : Director Administration

CNIC : 37405-5380817-5

Name : Syed Fehmid Ul Hassan

Designation : Director Finance

CNIC : 17301-8255915-9

For and on behalf of 'SUPPLIER (MA Enterprises,

Name : Talha Khan s/o Abdul Hameed Khan

Designation: Owner

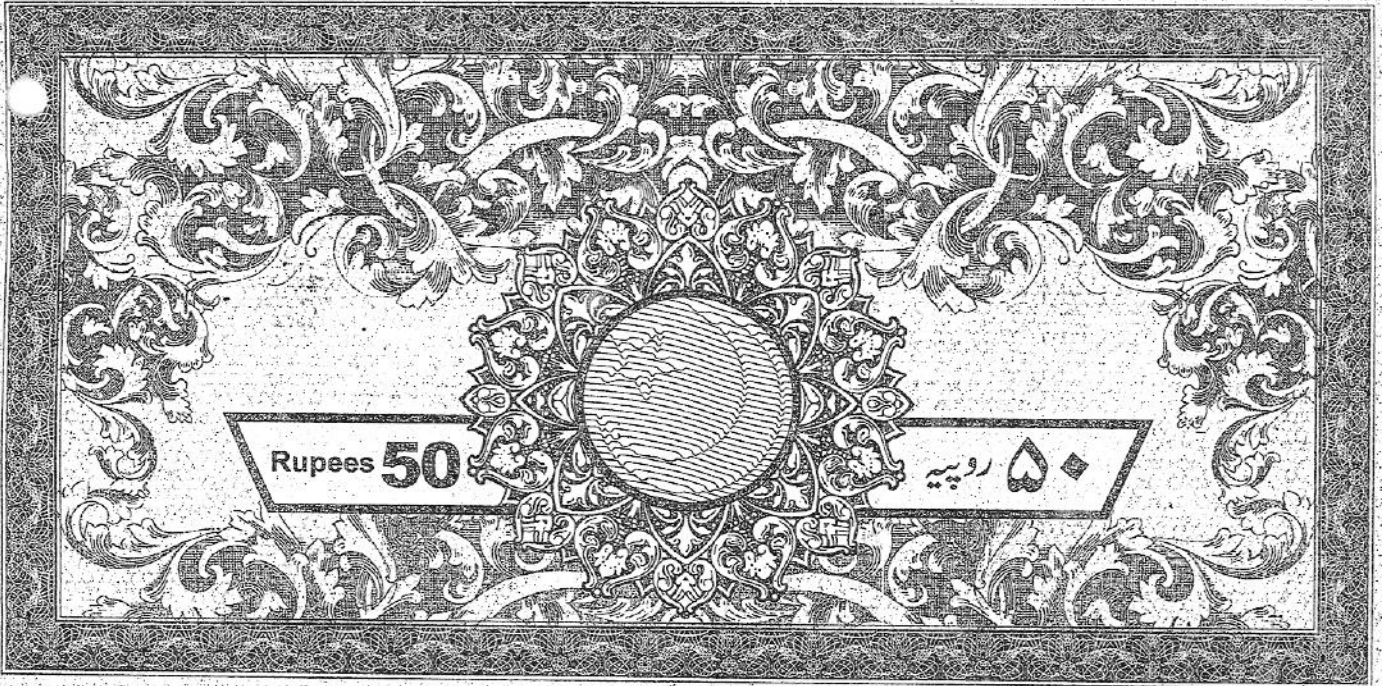
CNIC : 37405-7110331-9

Name : M. Umar Farooq

Designation: Manager

CNIC: 37405-9290558-1

WITNESSES



Form of Integrity Pact

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

Dated : 25th November 2021

Contract Value: Rs 13,710,400.00 (Rupees Thirteen Million Seven Hundred Ten Thousand and Four Hundred Only)

Contract Title: Procurement of Two Hundred (200) Branded Desktop Computers

*original Received
on 25.11.2021*

MA Enterprises, Islamabad 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, **MA Enterprises, Islamabad** 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. **MA Enterprises, Islamabad** 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. **MA Enterprises, Islamabad** 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, **MA Enterprises, Islamabad** 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 **MA Enterprises, Islamabad** 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:
National Commission for Human Development

Signature:
[Seal]

Name of Supplier:
MA Enterprises, Islamabad


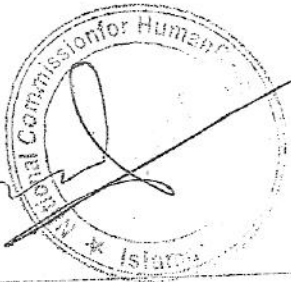
Signature:
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PART TWO

SECTION I.

GENERAL CONDITION OF CONTRACT (GCC)



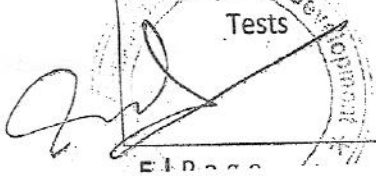




General Condition of Contract

<p>1. Definitions</p>	<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 Branded Computers along with LED & accessories (as specified in the bidding documents) 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 M.A Enterprises, Islamabad, which will supply 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 the responsibility, risk and costs associated with transporting goods until the purchaser receives the goods at specified locations.</p>
<p>2. Application</p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p>3. Standards</p>	<p>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.</p>
<p>4. Inspections and Tests</p>	<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</p>

Fahim

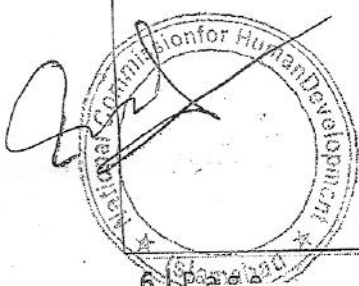


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	<p>writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier as per discretion of the purchaser. If conducted on 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 provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.</p>
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 (i.e; within forty five (45) working days of issuance of contract .</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 & delivery charges, insurances & warranties, if any, etc.</p>
7. Transportation	<p>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.</p>
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>

Felipe



[Signature]

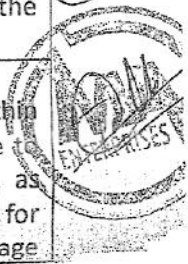


	<p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the 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 of an invoice by the Purchaser.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
10. Prices	<p>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.</p>
11. Contract Amendments	<p>11.1 No variation in or modification of the terms of the Contract shall be made.</p>
12. Assignment	<p>12.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.</p>
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	<p>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</p>

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	<p>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>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>
17. Force Majeure	<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 Majeure event.</p>
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	<p>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</p>

	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	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 applicable taxes, duties etc., incurred until delivery of the contracted Goods to the Purchaser.



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PART TWO – SECTION II

SPECIAL CONDICTION OF CONTRACT (SCC)



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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, Disriect Bannu, District Swat, District Shangla,

Balochistan Province : District Quetta, District Naseer Abad, Disriect 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 officers 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.

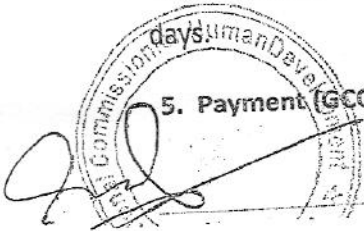
4. Warranty (GCC Clause 8)

GCC 8.2— The warranty period of the supplied items shall remain valid till the warranty period as mentioned in the bidding documents (i.e; One year) from date of acceptance of the goods 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)

5. Payment (GCC Clause 9)



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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.

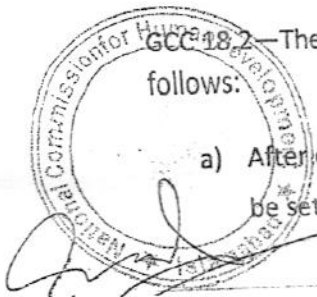
9. Termination for Default (GCC Clause16)

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.



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- 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:

Supplier's address for notice purposes:

Director Administration
National Commission for Human Development
14-15th Floor, Shaheed-e- Millat Secretariat, Islamabad

Mr. Umer Farooq,
M.A Enterprises, Shop No. 06,
Basement Nawaz Plaza,
Jahangir Market, Street No. 05, G/9-2,
Islamabad



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