

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

INVITATION TO E-BID
[For Goods, Works and Non-consulting Services]

1. National Commission for Human Development (NCHD) invites electronic e-Bids from the original manufacturers/ authorized distributors/ suppliers/ contractors/ service providers etc / applications from well reputed firms, who are registered with Sales Tax & Income Tax department and having their own offices / setups in Rawalpindi / Islamabad for Pre – Qualification of Stationery Items, Office Supplies, Tonners for Printers & Photocopiers, Repair & Maintenance for Computers, Printers and Photocopiers, Repair & Maintenance of Furniture & Fixture items, Repair & Maintenance of Air Conditioners & other office Equipment's, Repair & Maintenance of official Vehicles and Purchase of Tyres and Batteries.
2. Pre-Qualification documents / e-Bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered e-Bidders on EPADS at (www.eprocure.gov.pk), method and procedure for submission of applications etc. are available for the interested firms on the websites of National Commission for Human Development at www.nchd.org.pk and PPRA website at www.ppra.org.pk
3. The application / e-Bids must be prepared in accordance with the instructions mentioned in the Pre-qualification documents. electronic e-Bids, must be submitted by using EPADS on or before on or before 1100 hours by **December 10, 2024**. The applications will be opened on the same date at 1130 hours in NCHD Conference Room located at 15th Floor, Shaheed-e-Millat Secretariat, Islamabad, in the presence of the applications / their authorized representatives, who may choose to be present.
4. Incomplete applications will not be entertained. Competent authority may reject any or all applications at any time prior to the acceptance of application by invoking rule 33 of PPRA-2004.

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk and on NCHD's website (if any)

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

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



Pre – Qualification
(IFB/NCHD/Proc/01/2024)
Application Opening Date: December 10, 2024

Name of Firm to Whom Issued: _____

Dated: _____

Article Applied For _____
(To be filled by the Applicant)

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

GOVERNMENT OF PAKISTAN
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NATIONAL COMMISSION FOR HUMAN DEVELOPMENT

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e-BIDDING DOCUMENTS

For

NATIONAL COMPETITIVE E-BIDDING

(INVITATION TO e-BID)

[For Goods, Works and Non-consulting Services]

Part One

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

Part Two

- I. Schedule of Requirements & Technical Specifications
- II. 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 e-Bidders (ITB)**

Instructions to e-Bidders (ITB)

A. Introduction

1. **Name of Procuring Agency and address**
 - 1.1 National Commission for Human Development, Shaheed-e-Millat Secretariat Building, 14-15th Floor, Islamabad
2. **Eligible E-Bidders**
 - 2.1 The e-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 Applicants must have its own workshop in case of repair and maintenance of vehicles.
 - 2.3 The applicants / firms which article / service they are interested in the area on interest in article "Pre-Qualification and Area of Interest".
 - 2.4 The detail of Pre-Qualification for the requisite articles is pursuance upon Part Two-I
 - Article – 1: All Stationery Items and Tonners for Printers and Photocopiers
 - Article – 2: Office Supplies (i.e; All Cleaning / toiletries Items, & Other Misc items etc,)
 - Article – 3: Repair & Maintenance for Computers, Printers (Computer Accessories) and Photocopiers, Air Conditioners & Other Office Equipment's and Office Building
 - Article – 4: Repair & Maintenance of Official Vehicles Tyres and Batteries for official vehicles
 - 2.5 Separate area of interest along with all pre-requisite's documents would be submitted by the applicants in case of applying in more than one article **(as mentioned in Part Two-I).**
 - 2.6 The procuring agency may on need basis pre-qualify new suppliers or service providers with previously pre-qualified suppliers or service providers.
 - 2.7 The e-Bidder must be on Active Taxpayers List of FBR (mandatory), also provide last three years tax returns.
 - 2.8 Affidavit on stamp paper to the extent conveying that the e-Bidder / or any member of consortium has not been blacklisted by any procuring agency of the Government Agency / Authority (mandatory).
 - 2.9 NCHD will not entertain any e-Bid, not submitted through EPADS.
3. **Cost of E-Bidding**
 - 3.1 The E-Bidder shall bear all costs associated with the preparation and submission of its e-Bid, and the Procuring Agency named in the e-E-

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 e-Bidding process.

B. The E-Bidding Documents

- 4. E-Bidding Documents**
- 4.1 The Goods required, e-Bidding procedures, and contract terms are prescribed in the e-Bidding documents, which include:
- (a) Invitation to E-Bid
 - (b) Instructions to E-Bidders (ITB)
 - (c) E-Bid Data Sheet (BDS)
 - (d) General Conditions of Contract (GCC)
 - (e) Special Conditions of Contract (SCC)
 - (f) Schedule of Requirements
 - (g) Technical Specifications
 - (h) e-Bid Form and Price Schedules
 - (i) Contract Form
 - (j) Integrity Pact
- 4.2 The e-Bidder is expected to examine all instructions, forms, terms, and specifications in the e-Bidding documents. Failure to furnish all information required by the e-Bidding documents or to submit a e-Bid not substantially responsive to the e-Bidding documents in any respect will be at the e-Bidder’s risk and may result in the rejection of his e-Bid.
- 5. Clarification of E-Bidding Documents**
- 5.1 A prospective e-Bidder requiring any clarification of the e-Bidding documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in E-Bid Data Sheet (BDS). The Procuring Agency will respond in writing to any request for clarification of the e-Bidding documents which it receives not later than five (05) days prior to the deadline for the submission of e-Bids prescribed in the E-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 e-Bidders that have received the e-Bidding documents, directly from the Procuring Agency.
- 6. Amendment of E-Bidding Documents**
- 6.1 At any time prior to the deadline for submission of e-Bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective E-Bidder, may modify the e-Bidding documents by amendment, without substantially changing nature of procurement.
- 6.2 All e-Bidders that have received the e-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 e-Bidders reasonable time in which to take the amendment into account in preparing their e-Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of e-Bids.

C. Preparation of E-Bids and E-Bidding Procedure

- 7. Language of E-**
- 7.1 The e-Bid prepared by the E-Bidder, as well as all correspondence and

Bid

documents relating to the e-Bid exchanged by the E-Bidder and the Procuring Agency, shall be written in the language specified in the E-Bid Data Sheet.

**8. Documents
Comprising the
E-Bid**

8.1 The e-Bid prepared by the E-Bidder shall comprise of the following components:

- (a) a E-Bid Form, specifications and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and
- (b) e-Bid security furnished in accordance with ITB Clause 13.
- (c) The e-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).
- (d) The Applicants must have its own workshop in case of repair and maintenance of vehicles.
- (e) It must be clear for “Pre-Qualification and Area of Interest”.
- (f) The detail of Pre-Qualification for the requisite articles is annexed as “Annexure–A”
- (g) Separate area of interest along with all pre-requisites documents would be submitted by the applicants in case of applying in more than one article (as mentioned in Annexure-A).
- (h) Procuring agency may on need basis pre-qualify new suppliers or service providers with previously pre-qualified suppliers or service providers.
- (i) The e-Bidder must be on Active Taxpayers List of FBR (mandatory), also provide last three years tax returns.
- (j) Affidavit on stamp paper to the extent conveying that the e-Bidder / or any member of consortium has not been blacklisted by any procuring agency of the Government Agency / Authority (mandatory).

8.2 NCHD will not entertain any e-Bid, not submitted through EPADS.

9. E-Bid Form

9.1 The E-Bidder shall complete the E-Bid Form and the appropriate Price Schedule furnished in the e-Bidding documents, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices against Article-1

9.2 It must be clearly submitting which article / service they are interest in the area on interest in article “Pre-Qualification and Area of Interest”.

10. E-Bid Prices

10.1 **The E-Bidder shall indicate on the appropriate Price Schedule the unit prices and total e-Bid price of the Goods as per tender specification. No alternate model or separate accessories are acceptable. The e-Bidders to e-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 e-**

Bidders do not quote all items against Article-1, the e-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 E-Bidder shall be fixed during the E-Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the E-Bid Data Sheet. An e-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. E-Bid Currencies

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

11.2 Prices against Article-1 would be admissible for a period of one year through close framework agreement from the date of agreement.

12. Documents Establishing E-Bidder's Eligibility and Qualification

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

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

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

13. E-Bid Security

Not Applicable

14. Period of Validity of E-Bids

14.1 E-Bids shall remain valid for the period specified in the E-Bid Data Sheet after the date of e-Bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 20. A e-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 E-Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The e-Bid security provided under ITB Clause 13 shall also be suitably extended. An E-Bidder may refuse the request without forfeiting his e-Bid security. An E-Bidder granting the request will not be required nor permitted to modify his e-Bid.

15. Format and Signing of E-Bid

15.1 The original shall be typed or written in indelible ink and shall be signed by the E-Bidder or a person or persons duly authorized to bind the E-Bidder to the contract. All pages of the e-Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the e-Bid.

15.2 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the e-Bid. The e-Bid should be duly binded (bound) and each page signed/stamped by

authorized person.

D. Submission of E-Bids

- 16. Sealing and Marking of E-Bids**
- 16.1 The e-Bids must be received by the Procuring Agency through EPADS at the address specified in the E-Bid Data Sheet no later than the time and date specified in the E-Bid Data Sheet.
- 16.2 NCHD will not entertain any e-Bid, not submitted through EPADS.
- 17. Deadline for Submission of E-Bids**
- 17.1 E-Bids must be received by the Procuring Agency through EPADS at the address specified in the E-Bid Data Sheet no later than the time and date specified in the E-Bid Data Sheet.
- 17.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of e-Bids by amending the e-Bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Procuring Agency and e-Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 18. Late E-Bids**
- 18.1 Any e-Bid received by the Procuring Agency after the deadline for submission of e-Bids prescribed by the Procuring Agency pursuant to ITB Clause 17 will be rejected and returned unopened to the E-Bidder.
- 19. Modification and Withdrawal of E-Bids**
- 19.1 The E-Bidder may modify or withdraw its e-Bid after the e-Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the e-Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of e-Bids.
- 19.2 The E-Bidder's modification or withdrawal notice shall be prepared, 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 e-Bids.
- 19.3 No e-Bid may be modified after the deadline for submission of e-Bids.
- 19.4 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of the period of e-Bid validity specified by the E-Bidder on the E-Bid Form. Withdrawal of a e-Bid during this interval may result in the E-Bidder's forfeiture of its e-Bid security, pursuant to the ITB Clause 13.7.

E. Opening and Evaluation of E-Bids

- 20. Opening of E-Bids by the Procuring Agency**
- 20.1 The Procuring Agency will open all e-Bids in the presence of e-Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the E-Bid Data Sheet. The e-Bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance. The Application documents will be evaluated as per Evaluation / Point Scoring Criteria for Pre-Qualification (Annex C). In case of Article-1 (close framework)

initially technical proposal will be opened and evaluated by the Procuring Agency. Financial proposal of the e-Bidders qualified in technical proposal, will be considered thereafter.

- 20.2 The procuring agency shall promptly notify each supplier or contractor submitting an application to pre-qualify whether or not it has been pre-qualified and shall make available to any person directly involved in the pre-qualification process, upon request, the names of all suppliers or contractors who have been pre-qualified. Only suppliers or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings by invoking Section 16(3) of PPRA Rules 2004.
- 20.3 The procuring agency shall communicate to those suppliers or contractors who have not been pre-qualified the reasons for not pre-qualifying them by invoking Section 16(4) of PPRA Rules 2004.

Qualification of suppliers and contractors

- 20.4 Procuring agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- 20.5 Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that procurement proceeding.

Disqualification of suppliers and contractors

- 20.6 The procuring agency shall disqualify a supplier or contractor if it finds, at any time, that the information submitted by him concerning his qualification as supplier or contractor was false and materially inaccurate or incomplete.
- 20.2 The e-Bidders' names, e-Bid modifications or withdrawals, e-Bid prices, discounts, and the presence or absence of requisite e-Bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No e-Bid shall be rejected at e-Bid opening, except for late e-Bids, which shall be returned unopened to the E-Bidder pursuant to ITB Clause 18.
- 20.3 E-Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at e-Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn e-Bids will be returned unopened to the e-Bidders.
- 20.4 The Procuring Agency will prepare minutes of the e-Bid opening.

21. Clarification of E-Bids

- 21.1 During evaluation of the e-Bids, the Procuring Agency may, at its discretion, ask the E-Bidder for a clarification of its e-Bid. The request for clarification and the response shall be in writing, and no change in

the prices or substance of the e-Bid shall be sought, offered, or permitted.

22. Preliminary Examination

- 22.1 The Procuring Agency will examine the e-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 e-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 e-Bid will be rejected, and e-Bid security shall be forfeited (if any). 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 e-Bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any E-Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring Agency will determine the substantial responsiveness of each e-Bid to the e-Bidding documents. For purposes of these Clauses, a substantially responsive e-Bid is one which conforms to all the terms and conditions of the e-Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning E-Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Procuring Agency's determination of a e-Bid's responsiveness is to be based on the contents of the e-Bid itself without recourse to extrinsic evidence.
- 22.5 If a e-Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the E-Bidder by correction of the nonconformity.

23. Evaluation and Comparison of E-Bids

- 23.1 The Procuring Agency will evaluate and compare the e-Bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 The Procuring Agency's evaluation of a e-Bid, further elaborated under E-Bid Data Sheet, will be on delivered duty paid (DDP) price inclusive of prevailing duties and transportation charges (where applicable), and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the e-Bid.

24. Contacting the Procuring Agency

- 24.1 Subject to ITB Clause 21, no E-Bidder shall contact the Procuring Agency on any matter relating to its e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the E-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 E-Bidder to influence the Procuring Agency in its decisions on e-Bid evaluation, e-Bid comparison, or contract award may result in the rejection of the E-Bidder's e-Bid.

F. Award of Contract

- 25. Qualification**
- 25.1 The Procuring Agency will determine to its satisfaction whether the E-Bidder that is selected as having submitted the lowest evaluated responsive (where applicable) e-Bid is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the E-Bidder's compliance with the qualification criteria defined in the E-Bid Data Sheet.
- 26. Award Criteria**
- 26.1 Subject to ITB Clause 28, the Procuring Agency will award the contract to the successful E-Bidder whose e-Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated e-Bid (where applicable), provided further that the E-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 E-Bids**
- 28.1 The Procuring Agency reserves the right to accept or reject all e-Bids, and to annul the e-Bidding process and reject all e-Bids at any time prior to acceptance of the e-Bids, without thereby incurring any liability to the affected E-Bidder or e-Bidders. The Procuring Agency will inform the affected E-Bidder or e-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 E-Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its e-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 E-Bidder, the Procuring Agency will send the E-Bidder the Contract Form provided in the e-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 e-Bidders (prior to or after e-Bid submission) designed to establish e-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 E-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.

Section II.

E-Bid Data Sheet (BDS)

E-Bid Data Sheet

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

A. The E-Bidding Document		
ITB 7.1	Language of the E-Bid	English
B. Preparation of E-Bids		
ITB 10.2	The price quoted shall be	Delivered Duty Paid (inclusive of all applicable taxes & transportation charges) in Pak Rupees (Article-1)
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 (close framework agreement for Article-1)
ITB 12.2 (a)	Qualification requirements	<ol style="list-style-type: none"> 1. The e-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 e-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 e-Bidder has not been blacklisted by any procuring agency of the Government (mandatory). 4. Satisfactory certificates issued by the Procuring Agency clearly showing the amount and nature of work awarded. 5. Detail of employees working with the e-Bidder 6. List of clients 7. Bank statement of last one year
ITB 13.1	Amount of e-Bid security	N/A
ITB 13.2	Form of E-Bid Security	N/A
ITB 13.8	Performance Guarantee	N/A
ITB 14.1	E-Bid validity period.	E-Bid should remain valid for 90 days from the closing date.
C. Submission of E-Bids		
ITB 17.1	Address for e-Bid submission.	Online through EPADS NATIONAL COMMISSION FOR HUMAN DEVELOPMENT 14-15 th Floor, Shaheed-e-Millat Secretariat Building, Islamabad. Ph: 051-9216200 NCHD will not entertain any e-Bid, not submitted through EPADS.
ITB 17.1	Deadline for e-Bid submission.	December 10, 2024 11:00 AM
D. Opening and Evaluation of E-Bids		
ITB 20.1	Date, Time and place for e-Bid opening.	December 10, 2024 11:30 AM NATIONAL COMMISSION FOR HUMAN DEVELOPMENT, 14-15 th Floor, Shaheed-e-Millat Secretariat Building, Islamabad.
ITB 23.2	Criteria for e-Bid evaluation.	The e-Bids shall be evaluated on pursuant to ITB Clause 2o of GCC.

- i) Technical Evaluation= minimum 70% threshold)
- ii) Financial Evaluation= Item Wise Lowest quoted e-Bidder will be considered Most Advantageous E-Bid (Article-1)

Note:

(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.)

Technical Criteria:- (minimum 70 % threshold)

- (i) No of successful projects (copies of Purchase orders) of similar nature (30 Marks max).

Five projects	10 Marks
Twenty Projects	20 Marks
More than five projects	30 Marks

- (ii) Experience in Government organization for manufacturing or supplying (20 Marks Max).

Five years	10 Marks
More than five years	20 Marks

- (iii) Total Number of Employees two (02) points for each employee (10 Marks max)

- (iv) List of Clients entertained (10 Marks).

Up-to ten clients	05 Marks
More than ten clients	10 Marks

- (v) Total net worth (total assets-total liabilities and last one year bank statement) (Max Marks 20)

Less than 10 million	10 Marks
10 million and above	20 marks

- (vi) Having registered outlet/ shop/office (20 Marks Max).

Three years	10 Marks
More than Three years	20 Marks

Financial Criteria:-

- (i) **The E-Bidder shall indicate on the appropriate Price Schedule the unit prices and total e-Bid price of the Goods as per tender specification. No alternate model or separate accessories are acceptable. The e-Bidders to e-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 item/s. Quote price of all items as single item price will only be evaluated.**
- (ii) Financial portion of E-Bids of the successful e-Bidders (technically qualified who have fulfilled the mandatory requirements as mentioned in clause **ITB 12.2(a)** and obtained 70 % marks in technical proposals shall be evaluated on cost only (Article-1) shall be awarded the contract upon close framework agreement, admissible from the date of agreement.

Part Two

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

I. Schedule of Requirements

I. Schedule of Requirements & Technical Specifications

Article – 1: All Stationery Items and Tonners for Printers and Photocopiers

Sr. No.	Item Description	Size	Specification	Measurement Unit	Estimated Annual Requirement as per Measurement Unit	Per Unit Cost Incl. Taxes
Stationery						
1	Attendance Register	2 No.	Paper Quality: Fine Quality	No	100	
2	Paper	A4	Paper Quality: 80 gm Imported Color: Pure White Packing: 500 sheets per pack	Packet	1000	
3	Paper	A4	Paper Quality: 70 gm Imported Color: Pure White Packing: 500 sheets per pack	Packet	1000	
4	File Cut Box	A4	Material: Cardboard Color: Blue/Black	No	500	
5	Paper	A4	Paper Quality: 80 gm Imported Color: Green Packing: 100 sheets per pack	Packet	1000	
6	Paper	A4	Color: Yellow Paper: 80 gm imported Paper Color: Yellow	Packet	1000	
7	Paper	Legal	Paper Quality: 80 gm imported Color: Pure White	Packet	1000	
8	Writing Pad	A4 Size	Paper Quality: Fine Quality Imported Paper Color: White	No	1000	
9	File Tags	6 Inch	cotton thread made with Mattel Edges Color: White	Packet	1000	
10	Fluid Correction Pen	Standard	Fine Quality Fluid: White Material: Plastic	No	300	
11	Gum Stick	36 mg	Material Color: White Transparent Gum Power: strong adhesive	No	300	
12	Box File -	A4	Capacity: 250 sheets Inner Mattel Rings with Daring/Spring Mechanism	No	1000	
13	Ball Point	Standard	Nib: 10 x .07 mm Tip Material: Plastic Soft Rubber Grip Ink: fine quality fluent (no clotting during writing) Smooth Writing	Packet	300	
14	Binder clip	19mm	Long Tail Clip Color: Black Material: Mattel Strength: Good Grip Manual (No magnetic)	Packet	100	
15	Binder clip	32mm	Long Tail Clip Color: Black Material: Mattel Strength: Good Grip Manual (No magnetic)	Packet	100	

16	Binder clip	25mm	Long Tail Clip Color: Black Material: Mattel Strength: Good Grip Manual (No magnetic)	Packet	100	
17	Binder clip	41mm	Long Tail Clip Color: Black Material: Mattel Strength: Good Grip Manual (No magnetic)	Packet	100	
18	Binder clip	51mm	Long Tail Clip Color: Black Material: Mattel Strength: Good Grip Manual (No magnetic)	Packet	100	
19	Calculator	Standard	Electronic Calculator with 12 digits two way power Battery: (1.5V) solar power	No	50	
20	CDs (R/W)	diameter of 120 mm	Round Shape Hard Plastic Material Capacity: Audio/Video and data Storage	No	100	
21	Hi Lighter	Length 5 inch, Width 2 inch	Ink Color: Yellow Material: Plastic capped	No	500	
22	Led Pencil with rubber (Gold Fish or Equivalent)	2H-Degree	Quality: High quality Material: wood lead pencil Sharpen smoothly and easy to erase Best for writing, drafting, sketching, Shading and drawing Ideal for office and general use	Packet	100	
23	Packing Tape	(2 inch)	Heavy duty gum, resist splitting and ripping, helping to keep packages sealed	No	200	
24	Paper Cutter	Standard Size	Plastic Grip Sharp Metal Blade	No	100	
25	Peon Book	8" x 5"	Paper Quality: 80 gm imported Paper Color: White Binding: Hard Gum Binding	No	100	
26	Dispatch Register	6 No	Paper: Imported fine quality Paper Color: White	No	30	
27	Pointer Pen	Standard	Nib: 03mm Material: Plastic	Packet	50	
28	Post it Flags	Standard	Material: Plastic Color: Multi Color	No	50	
29	Post it Pad	(3 X 3)	Color: yellow Sticky Note	No	130	
30	Punch Machine Double Whole	15-20 sheets	Manual Binding Round hole machine for office files Portable down press	No	24	
31	Register	(12 No)	Paper Quality: Imported fine paper Paper Color: White Printing: Narrow lines	No	12	

32	Ring File	A4	Material: Plastic with inner motel rings Color: Multi Color	No	3000	
33	Scale	12 inch	Material: Steel Mattel	No	100	
34	Scissor paper cutting	Small	Material: Stainless Steel with Plastic Grip Light weight with long blade	No	50	
35	Scotch Tape	(1 inch)	Three Flower Equivalent	No	200	
36	Separator	A4	Paper Quality: hard card Color: Multi	Packet	500	
37	Sharpener	standard	Material: Mattel Good sharp blades Sharp pencil smoothly	Packet	24	
38	Stapler Machine	Short edge 6 inch	Capacity: staple 15-20 70 gm or 80 gm sheets Good pushing power	No	24	
39	Stapler Machine	Heavy Duty	Capacity: Staple 210 70 gm or 80 gm Sheets good pushing Power	No	6	
40	Stapler Pins	24/06	Material: Mattel hard grip	Packet	700	
41	Stapler pins	23/13	Material: Mattel hard grip	Packet	12	
42	Stapler Pins	23/17	Material: Mattel hard grip	Packet	12	
43	Stapler Pins	23/24	Material: Mattel hard grip	Packet	12	
44	Gel Pen	Standard	Ink: Thick and opaque Nib: .18mm rolling ball	Packet	50	
45	Permanent Marker	Standard	Black, Blue, Red	Packet	50	
46	Board Marker	Standard	Black, Blue, Red	Packet	50	
47	Permanent Marker silver color	Standard	Silver Color	Packet	100	
48	Uni Ball	Standard	Green, Blue & Black Colors	Packet	300	
49	File Board	Standard	White color with lace and colors	No	1000	
50	Paper Pin	Standard	Standard	Packet	100	
51	Paper Clip	Standard	Standard	Packet	100	
52	Color Charts	Standard	White, Blue, Pink, Red	No	300	
53	Thumb Pin	Standard	Standard	Packet	200	
54	Stock Register	Standard	Standard	No	20	
55	Eraser	Standard	Soft	Packet	50	
56	Punch Machine Single whole	Standard	Single whole in large size	No	100	
57	Punch Machine Heavy Duty	Standard	Heavy duty	No	20	
58	Blanco with Thinner	Standard	Standard	Packet	200	
59	Stamp Pad	Standard	Green, Blue & Black Colors	No	100	
60	Diary Register	Standard	Standard	No	50	
61	USB	64 GB	64 GB	No	20	
62	Any other item		Need Basis		Need Basis	
Tonnors for Printers and Photocopiers						
1	HP Laser Jet P 1102	Printer	85 A Original	No	12	

2	HP 1300	Printer	13 A Original	No	18	
3	LEXMARK E 120	Printer	E250 Original	No	2	
4	HP 1150	Printer	24 A Original	No	24	
5	HP 1200	Printer	15A Original	No	24	
6	Laser Jet pro 400	Printer	80A Original	No	12	
7	HP 2055	Printer	05A Original	No	10	
8	HP 1022	Printer	12A Original	No	2	
9	HP 1320	Printer	49A Original	No	10	
10	HP 4350	Printer	42A Original	No	10	
11	HP 600	Printer	90A Original	No	6	
12	HP 4300	Printer	39A Original	No	12	
13	HP M402	Printer	26A Original	No	24	
14	HP pro MFP 102	Printer	17A Original	No	6	
15	HP CP 1025 color(312A)	Printer	312A Original	No	12	
16	Panasonic DP-4530	Photocopier	Original	No	12	
17	Toshiba 2309A	Photocopier	Original	No	6	
18	Any other item		Need Basis		Need Basis	

Article – 2: Office Supplies (i.e; All Cleaning / toiletries Items, & Other Misc items etc,)

Sr. No.	Item Description	Size	Specification	Measurement Unit	Estimated Annual Requirement as per Measurement Unit
1	Toilet Roll	Standard	2 Ply, Size 4.5" X 3.6"	No	1500
2	Tissue box	Large	The inside dimensions are 4 3/4" x 9 1/2" x 4 1/4" tall. Cover walls are 1/4" thick, 2 ply	No	1000
3	Tissue box	Small	B2 PETAL DELUXE TISSUE BOX – 400 SHEETS k, 2 ply	No	1000
4	Disposable Glass	Small	Plastic glass, disposable, Medium Size	No	25000
5	Sweep	Large	Strong, Toilet Cleaner, Tiles Cleaner, Drain Opener, Wash Basins	Bottles	200
6	Bleach	Large	non-abrasive formula that will not scratch surfaces and are safe to use in septic systems	Bottles	200
7	Broom (Jharoo)	Large	Standard	Nos	50
8	Cleaning Mop	Large	Standard	No	50
9	Soap	Large	Bath soap	No	300
10	Soap (Crookery)	Large	Soap for crookery	No	200
11	Phenyl	Large	Standard	Bottles	200
12	Furniture Polish	Large	Standard	Bottles	200
13	Air Freshener	Large	Jasmine, Rose	Bottles	200
14	Mosquitos Killer	Large	For insects & Mosquitos	Bottles	200
15	Sweeping Brush	Large	Standard	No	50
16	Duster Cloth		cotton	Metter	200
17	Wipers	Large	Steel Rod with soft rubber	No	50
18	Extension Leads	Standard	For Computers & Equipments	No	100
19	Table Locks	Standard	Table Drawer locks 22 mm	No	100
20	Bolt locks	Standard	Steel with screws	No	100

21	Locks	Standard	China Made	No	100
22	Table Cloth	Standard	Green Color	Metter	200
23	Table Glass	Standard	On Need Basis	Sq./Ft	Need Basis
24	Scotch bright	Standard	Standard	No	200
25	Surf	KG	Standard	KG	100
26	Hand Sanitizer	Standard	Standard	Bottles	200
27	Face Masks	Standard	Good Quality	Box	200
28	Tube light	Small	LED	No	500
29	Starters for Tube light	Small	Standard	No	500
30	Choks for Tube Lights	Small	Standard	No	500
31	LED Bulbs	18w	18 Wats	No	200
32	Room Bells	Standard	Standard	No	20
33	Cells for Remote	Small	For remote use	No	100
34	Cells for Clocks	Medium	For Clocks	No	100
35	AC Remotes	Standard	Need Basis	No	Need Basis
36	TV Remotes	Standard	Need Basis	No	Need Basis
37	Door Locks	Standard	Standard	No	24
38	Door Closers	Standard	Standard	No	36
39	Glass for Doors	Standard	Need Basis	Sq./Ft	Need Basis
40	Balti	Large	Pure Plastic	No	6
41	Bath Mugs	Standard	Standard	No	12
42	Dust Bins	Standard	Standard	NO	50
43	Door Mats	2 x 3 ft.	Nylon / Carpet	No	12
44	Glints	Standard	Standard	No	24
45	Any other item		Need Basis		Need Basis

Article – 3: Repair & Maintenance for Computers, Printers (Computer Accessories) and Photocopiers, Air Conditioners & Other Office Equipment's and Office Building

Sr. No.	Item Description	Article	Specification	Measurement Unit	Estimated Annual Requirement as per Measurement Unit
Computers, Printers (Computer Accessories) and Photocopiers					
1	Laptop	Laptop	Core2dou, P-IV, Core-I5	No	Need Basis
2	Computer	Computer	Core2dou, P-IV, Core-I5	No	Need Basis
3	LCD / LED / Monitor	LCD / LED / Monitor	Standard	No	Need Basis
4	Scanner	Scanner	Standard	No	Need Basis
5	Fax Machine	Fax Machine	Panasonic	No	Need Basis
6	Telephone Exchange	Telephone Exchange	NorTel NorStar	No	Need Basis

7	HP Laser Jet P 1102	Printer	85 A Original	No	Need Basis
8	HP 1300	Printer	13 A Original	No	Need Basis
9	LEXMARK E 120	Printer	E250 Original	No	Need Basis
10	HP 1150	Printer	24 A Original	No	Need Basis
11	HP 1200	Printer	15A Original	No	Need Basis
12	Laser Jet pro 400	Printer	80A Original	No	Need Basis
13	HP 2055	Printer	05A Original	No	Need Basis
14	HP 1022	Printer	12A Original	No	Need Basis
15	HP 1320	Printer	49A Original	No	Need Basis
16	HP 4350	Printer	42A Original	No	Need Basis
17	HP 600	Printer	90A Original	No	Need Basis
18	HP 4300	Printer	39A Original	No	Need Basis
19	HP M402	Printer	26A Original	No	Need Basis
20	HP pro MFP 102	Printer	17A Original	No	Need Basis
21	HP CP 1025 color(312A)	Printer	312A Original	No	Need Basis
22	Panasonic DP-4530	Photocopier	Original	No	Need Basis
23	Toshiba 2309A	Photocopier	Original	No	Need Basis
24	Misc. IT / Computer Accessories		Need Basis		Need Basis
Other Office Equipment's and Office Building					
1	R & M of ACs, Split (1-Tons, 1.5-Tons, 2-Tons & 4-tons) & Other Office Equipment	AC / Equip ment	ACs & Other Office Equipment	Need Basis	Need Basis
2	Any other item		Need Basis		Need Basis

Article – 4: Repair & Maintenance of Official Vehicles Tyres and Batteries for official vehicles

Sr. No.	Item Description	Article	Specification	Measurement Unit	No of Vehicles
1	Toyota Prado	2982cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
2	Toyota Prado	2986 cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	2
3	Toyota Land Cruiser	4164cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
4	Toyota Surf	2982cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	2
5	Toyota Corolla	2000cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	4
6	Toyota Car XLI	1598cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
7	Toyota Hilux (Double Cabin)	2779cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
8	Suzuki Bolan Van	800cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	2

9	Suzuki Potohar	970cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
10	Lucida Van	2200cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
11	Hiace Van	3000cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
12	Motorcycle	70cc	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
13	Generator	--	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance	No	1
14	Any other Vehicle	Vehicle	-Routine Minor Repair & Maintenance -Routine Major Repair & Maintenance		Need Basis

II. Standard Forms

1. E-Bid Form

APPLICATION FORM-01

(For Article-1 Only)

Date: _____

No: _____

To: Director Administration
National Commission for Human Development
Islamabad.

Dear Sir,

Having examined the e-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 e-Bidding documents upon close framework agreement for a period of one year, admissible from the date of contract

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

We also agree to ae-Bide by this E-Bid for a period of for a period of one year, admissible from the date of contract, 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 E-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 E-Bid for and on behalf of _____ 20_____

(For Other Articles)

Name of the Firm: _____

Application Reference No: _____

Date of Opening of Application: _____

Documentary Evidence for Determining the Eligibility of the Applicants. The applicants should sign against those requirements that they are attaching with the form. The applicants are required to mention the exact page number of relevant document placed in the Bid. The Applicants are required to attain at least 70% score for pre-qualification.

Required Documentation	Signature of Applicant	Supporting Document's	Name Page Number in the Application
NTN Certificate	[signed]	[Yes/No]	[page. No. xxx]
GST Certificate	[signed]	[Yes/No]	[page. No. xxx]
On Active Tax Payers List of FBR	[signed]	[Yes/No]	[page. No. xxx]
Registration/Incorporation/Business Certificate	[signed]	[Yes/No]	[page. No. xxx]
Complete Company profile	[signed]	[Yes/No]	[page. No. xxx]
Operational Office in Islamabad / Rawalpindi	[signed]	[Yes/No]	[page. No. xxx]
Bank Statement of Last 3-Years	[signed]	[Yes/No]	[page. No. xxx]
Performance (Projects / Purchase order of similar nature) of last 3-years (To be filled Application-Form-2)	[signed]	[Yes/No]	[page. No. xxx]
Affidavit: application is not blacklisted by any Federal, Provincial Public sector / private organization.	[signed]	[Yes/No]	[page. No. xxx]

APPLICATION FORM-01

Firm's Past Performance

Name of the Firm: _____

Application Reference No: _____

Date of opening of Technical Application: _____

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

The Applicants may use additional Sheets if required.

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

Undertaking

Terms & Conditions prescribed in the Pre-Qualification documents are fully understood and accepted; I / We hereby agree to abide by all and shall fulfill the terms & conditions as mentioned in the documents. I / We further certify that I / we have the capacity to complete the delivery / services (as and when required) in an efficient and effective manner.

(Signature, Name, Stamp and Date)

Specimen-Affidavit

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

1. That being the owner / proprietor of the firm established in the name of _____ located at _____.
2. That M/S. _____ have never been black listed, disqualified or debarred from any Government Department, Semi Government Organization, Private Company or Corporation.
3. That, M/S. _____ has never been or is involved in litigation, arbitration with any Government Department.
4. That, all the information submitted with Application Documents is complete and accurate.
5. The Firm has neither been black listed nor any contract rescinded due to non- fulfillment of contractual obligations in the past.
6. That the firm shall pay all the taxes to the government as per prevailing law/ rules.
7. That the firm will provide the services to NCHD on specified locations through skilled persons of relevant field.
8. It is certified that declaration given above is true to the best of my knowledge and belief and nothing has been kept hidden.

M/S: _____

Date: _____

Place: _____

2. Contract Form

TORs For Pre-Qualified Firms / Vendors / Suppliers:

THIS CONTRACT (hereinafter termed as “Contract” is entered into, signed and executed at Islamabad on November 11, 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.

A N D

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying/resolving of defects therein, the Contract Price or such other sum as may

become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

PARTIES

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

Name _____
Designation _____
CNIC _____

Name _____
Designation _____
CNIC _____

WITNESSES

Name _____
Designation _____
CNIC _____

Name _____
Designation _____
CNIC _____

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 (open framework and/or close framework) 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 (close framework) 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 (open framework and/or close framework).
- (d) The “Services” means services in connection with supply of Student Package and such obligations of the supplier covered under the contract (open framework and/or close framework).
- (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 (close framework).

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 (close framework).

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 e-Bid (close framework).

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 (where applicable).

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 e-Bidders (prior to or after e-Bid submission) designed to establish e-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 e-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 (where applicable).
- 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 E-Bid Security already submitted with the E-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 E-Bid Security and Cancellation of Contract.
- 24. Grievance**
- 24.1 In case of any grievance the e-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 e-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]