

National Vocational and Technical Training Commission, 5th Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, Islamabad.

# **Preface**

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation for bid. Use of these documents is mandatory for either open or limited bidding.

Document comprises of the Sections listed below:

Section I	Invitation for Bids (IFB)
Section II	Instructions to Bidders (ITB)

Section III Specification & Schedule of Delivery

Section IV Evaluation Criteria Section V Sample Forms

a. Bid Form

b. Price Schedule Form

c. Commercial Compliance / Bidder's Capacity Assessment Form

d. Performance Security Forme. Contract Agreement Form

Section VI General Conditions Contract Section VII Special Conditions of Contract

# Section – I Invitation for Bids (IFB)

NAVTTC No.4-5/2013-14-Gen/

dated November 26, 2014

## **TENDER NOTICE**

National Vocational & Technical Training Commission (NAVTTC invites sealed bids from experienced well reputed bidders/suppliers those are tax registered firms for the timely Supply of "Stationery and Miscellaneous items" during calendar year 2014-15.

- 1. Bidding will be conducted under National Competitive Bidding pursuant to Single stage single envelope procedures' as per Rule 36(a) of Public Procurement Rules 2004 and is open to all eligible bidders as defined in the Public Procurement Rules 2004.
- 2. Bids must be accompanied by a bid security of not less than Rs.20,000/- (2% of estimated procurement of Rs.1,000,000/-) in the shape/form of pay order/bank draft
- 3. The Bidders are requested to give their best and final prices as no negotiations shall be allowed. The rates quoted must remain valid for a period of ninety (90) days after opening of tenders.
- 4. The bidders should have documented track of completing at least 3 similar assignments in the last 3 years.
- 5. Interested eligible bidders may obtain the bidding documents including detailed specifications without any charges on the submission of a written application to the address mentioned below. These documents can also be downloaded from <a href="https://www.navttc.org">www.navttc.org</a> as well.
- 6. Copies of registration with Income Tax Department and Sale Tax Department should be enclosed with bid. Non submission of this document is liable to rejection of bid(s).
- 7. Bidders should be financially sound have proper office, telephone number and fax number in Islamabad.
- 8. Late bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will also be rejected.
- 9. Every bidders will deliver samples of stationary and miscellaneous items at his own cost with the bids. However, samples of un-successful bidders will be returned.

Sealed envelopes clearly bearing the IFB number and title of the bid, containing bids must be delivered to the address below on or before **1100 am, Monday December 15, 2014.** Bids will be opened at **1130 am** on the same day in the presence of bidders' representatives (who may like to attend) at the Committee Room-II of National Vocational & Technical Training Commission, 5<sup>th</sup> Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, Islamabad.

# (Muhammad Naseer) Deputy Director (GA)

National Vocational & Technical Training Commission (NAVTTC), 5<sup>th</sup> Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, **Islamabad.** Tel: 92-51-904 4307

# **Section II- Instructions to Bidders (ITB)**

- 1. **Scope of Procurement:** The General Administration Section invites Bids for **"Supply of Stationary and Miscellaneous Items"** as described in the Section III. The successful bidder will be required to supply best quality items to NAVTTC as per terms and conditions specified in this bidding document.
- 2. **Eligibility to Bid:** Suppliers duly registered with tax authorities are eligible to participate only if they also:
  - a. Enclose proof of registration with the Income Tax Department and Sales Tax Department with the Bid. (Failure to enclose these documents would result in rejection of Bid)
  - b. Not blacklisted under the provision of Rule 19 of Public Procurement Rules 2004
  - c. Submit only one bid, either individually, or as a partner in a joint venture. All Bid submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.
  - d. Enclose attested copy of valid Service Contracts (proof of experience) for last five years, providing similar equipments to Government departments, Autonomous/Semi Autonomous bodies, organizations of comparable scale and stature.
- 3. **Qualification of the Bidder/Supplier:** To qualify for award of the Contract, a Supplier shall meet the requirements specified in the commercial compliance in Section IV. Bid must be provided along-with prescribed Bid Form, duly completed, signed and stamped along with Bid Security as specified in this IFB.
- **4. Contents of Bidding Documents**: The set of Bidding Documents comprises the Sections listed below:

Invitation for Bids (IFB) Section I Section II Instructions for Preparing Bid Specification & Schedule of Delivery Section III Section IV **Evaluation Criteria** Section V Sample Forms a. **Bid Form** Price Schedule Form b. c. **Specification Compliance Form** Commercial Compliance / Bidder's Capacity Assessment d. Form Performance Security Form e. f. **Contract Agreement Form** Section VI **General Condition of Contract** Section VII **Special Condition of Contract** 

- 5. **Documents Comprising the Bid**: The Bid submitted by the Bidder shall comprise the following documents:
  - i. Bid Form (as per sample attached)
  - ii. Qualification and Experience Information
  - iii. Copies of Taxation Documents
  - iv. Bid Security
  - v. Documentary Evidence of Similar Supplies and Experience
  - vi. Brochures (if any) of the items to be supplied
- 6. **Bids**: Prices shall be quoted entirely in Pak Rupees inclusive of all applicable taxes. The Bidder shall fill in the rate and prices for the required items, described in this document. All duties, taxes and other levies payable by the bidder shall be included in the rates, prices, and total bid submitted by the bidder. Cost for carriage/delivery shall be included while quoting final rate.
- 7. **Validity of Bid.** The Bid price shall remain valid for the period of ninety (90) calendar days counted from the date of submission of the Bid specified in Clause 11 below. The Purchaser may request the Bidders to extend the period of validity for a specified additional period. The Purchaser's request and the Bidders responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of Bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.
- 8. **Language of the Bid**: All documents relating to the Bid and contract shall be in the English language.
- 9. **Preparation and Sealing of Bid**: The Bidder shall prepare one original of the documents comprising the Price Bid as described in Clause 5 above, with the Form of Bid, and clearly marked —Original . In addition, the Bidder shall also submit one copy which shall be clearly marked as —COPY . In the event of discrepancy between them the original shall prevail. The original and the copy of the Price Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The envelopes containing Bid should be duly sealed, bearing the IFB number and the subject as "**Supply of Stationery and Miscellaneous items**" shall be addressed to the Purchaser at the address provided above and shall provide a warning not to open before the specified time and date for Bid opening as defined in Invitation to Bid. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 10. **Bid Security:** The amount of Bid Security shall be not less than Rs.20,000/- (2% of estimated procurement of Rs.1,000,000/-) payable in the form of a **Bank Draft / Payment Order** in favor of National Vocational & Technical training Commission, Islamabad. Bid Security will stand forfeited in case the successful bidder fail to comply the execution of services/supply. Bid Security of successful bidder will be released after signing of the

Contract and submission of performance bond (if applicable). Bid Security of unsuccessful bidder will be released not later than 21 days after notification of award of works.

- 11. **Place and Deadline for Submission of Bid:** The Bid shall be delivered to the Purchaser **NO LATER** than **Monday, December 15, 2014 at 11.00 AM** at the address given in IFB. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.
- 12. **Modification and Withdrawal of Bid:** No Bid shall be modified after the deadline for submission of Bid specified above in Clause 11. Withdrawal of a Bid between the deadline for submission of Bid and the expiration of the validity of the Bid as specified in Clause 7.
- 13. **Opening of Bid**: The Purchaser will open the Bids, including modifications, in the presence of the Bidders' representatives who choose to attend, at **Monday, December 15, 2014 at 11.30 AM** at the address given in IFB. The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and withdrawals will be announced by the Purchaser at the Bid opening.
- 14. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of Bid and recommendation for the contract award shall not be disclosed until the award to the successful Bidder has been announced. Results of the bid evaluation will be made known in due course bidders are advised not to approach Purchaser. Any attempt to influence the process of evaluation will lead to rejection of bid.
- 15. **Evaluation and Comparison of Bid:** Upon technical and commercial compliance with requirements the Purchaser will award the Contract to the Bidder who has offered the lowest evaluated bid in each item. In evaluating the bid, the Purchaser will determine for each proposal the evaluated Bid by adjusting the Bid by making any correction for any arithmetic errors as follows:
  - a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
  - b. if a Bidder refuses to accept the correction, his Bid will be rejected.
  - c. Conditional, incomplete bid or bid without Bid Security shall not be accepted; Bids received after the closing date and time will also be rejected.
- 16. **Purchaser's Right to Accept Any Bid and to Reject any or all Bids:** The Purchaser reserves the right to accept or reject any Bid, and to cancel the process of competition and reject all Bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's decision while complying with PPR-2004.
- 17. **Purchaser's Right to order Quantities**: The Purchaser, reserves the right to order quantities of supplies as per their requirement.

- 18. **Notification of Award and Signing of Contract:** Results of evaluation would be known in a reasonable time, Bidders are instructed not to approach the Purchaser after opening of Bids until the finalization of award. The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. This letter will state the sum that the Purchaser will pay the Bidder in consideration of the supply of Stationary and Miscellaneous Items by the Bidder as prescribed by the Contract. The written notification of award will constitute the formation of the Contract.
- 19. **Performance Security:** Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

# Section-III Specifications

# LIST OF STATIONERY ITEMS

SI. No	Name of items	Quantity
1.	ATTENDANCE REGISTER NO.02	EACH
2.	BALL POINT PIANO POINT / CLIPPER / SLIDER	EACH
3.	BALL POINT UNI-BALL EYE	EACH
4.	BINDER CLIP (LARGE)	EACH
5.	BINDER CLIP (SMALL)	EACH
6.	BINDER BINDING TAPE ONIETY	EACH
7.	BINDING SHEETS – PLASTIC / CARD.	EACH
8.	CDS (RE-WRITEABLE) MEXCELL (INDIVIDUAL PACK)	EACH
9.	DVDS (WRITE ABLE /RE-WRITE ABLE) INDIVIDUAL PACK	EACH
10.	CLIP FILE A-4 (IMPORTED) NOKIA 064	EACH
11.	CUT BOX ALFALAH	EACH
12.	DIARY REGISTER NO. 12	EACH
13.	DRAFT PAD LUCKY A-4 SIZE/60-SHEET/SUFI/	EACH
14.	D-RING FILES (A-4) PLASTIC (1444NK)	EACH
15.	(1314NK)	EACH
16.	(074)	EACH
17.	ENVELOP (WHITE A-4 SIZE) IMPORTED 100GM	EACH
18.	ENVELOP WHITE S.E.5 100GM	EACH
19.	ENVELOP WHITE S.E.6 100 GM	EACH
20.	ENVELOP WHITE S.E.7 100 GM	EACH
21.	ENVELOP WHITE S.E.8 100 GM	EACH
22.	ERASER PELICAN AL-30 GERMANY SUPERIOR QUALITY	EACH
23.	FILE COVER FINE QUALITY WHITE	EACH
24.	FILE FLAPPER (REXENE)	EACH
25.	FILE BOARD	EACH
26.	FILE TAGS SUPERIOR QUALITY (PUNCHED)	EACH
27.	FILE TRAY PLASTIC FINE QUALITY	EACH
28.	FLASH DRIVES (KINGSTON) 4,8,16,32,34,64 GB	EACH
29.	SCALE STEEL	EACH
30.	GRIP FILE A-4 SIZE IMPORTED	EACH
31.	GUM BOTTLE (142 GM)CRYSTAL – 324 2551 – 074 NOKIA	EACH
32.	GUM STICK UHU LARGE SIZE (40GM) MADE IN GERMANY	EACH
33.	GUM WATER GLUE DELI	EACH
34.	LEAD PENCIL H.B GOLD FISH (7000)	EACH
35.	LOG BOOK 200 PAGES/NO.6	EACH
36.	MARKER DOLLAR HIGHLIGHTER	EACH
37.	MARKER DOLLAR NO.7/0/90	EACH
38.	MASKING TAPE 2"ABRO BRAND USA	EACH
39.	MOUSE FOR COMPUTER (OPTICAL) A-4 TECH	EACH
40.	NOTE SHEET PAD OFF SET PAPER 100 SHEET A/4	EACH

41.	PACKING TAPE 2",72 YARDS NICHIBAN	Еасн
42.	PAPER CLIP THREE FLOWER 36 MM	ЕАСН
43.	PAPER CUTTER SUPERIOR WITH BLADE	ЕАСН
44.	PAPER PIN CHINA 28 GM	ЕАСН
45.	PAPER PUNCH (LARGE) DOUBLE HOLE/KW-9670-KW 9330	ЕАСН
46.	PAPER PUNCH SINGLE HOLE(SUPERIOR QUALITY)	ЕАСН
47.	PEN HOLDER FINE QUALITY (DUX-240)	ЕАСН
48.	PEN INK DOLLAR 60 ML	ЕАСН
49.	PEON BOOK (120) PAGES)	EACH
E0.		EACH
50.	PHOTOSTAT PAPER 80 GM IMPORTED AA, PAPERONE (A-4 SIZE)	
51.	PHOTOSTAT PAPER 80 GM IMPORTED AA. PAPERONE (LEGAL SIZE)	EACH
52.	PLASTIC COVER ALPHA A-4 SIZE WITH CLIP NOKIA 554	ЕАСН
53.	POST IT PAD (LARGE SIZE) PRONOTTI	EACH
54.	POST IT PAD (MEDIUM SIZE) -DO-	EACH
55.	POST IT PAD (SMALL SIZE) -DO-	EACH
56.	RED PAPER SEALS	ЕАСН
57.	RUBBER BAND SUPERIOR QUALITY	EACH
58.	RULED REGISTER NO. 10 LUCKY OFFSET PAPER	EACH
59.	RULED REGISTER NO. 12 LUCKY OFFSET PAPER	ЕАСН
60.	RULED REGISTER NO.8 LUCKY OFFSET PAPER	Еасн
61.	RAIL FILE PLASTIC ALFALAH	ЕАСН
62.	SCISSORS LARGE SIZE JAPAN	Еасн
63.	SCOTCH TAPE ½",72 YARDS	Еасн
64.	SCOTCH TAPE YARDS 1X72	Еасн
65.	SHARPENER STEEL GERMANY/CHINA	Еасн
66.	SHORTHAND NOTE BOOK 100 PAGES	ЕАСН
67.	SHORTHAND PENCIL	ЕАСН
68.	SLIP PAD SIZE (6"x 9")	ЕАСН
69.	SPIRAL BINDING ROLL IMPORTED 6MM-10MM-12MM-16MM-20MM	ЕАСН
70.	STAMP PAD QUALITY – CRYSTAL	ЕАСН
71.	STAPLER MACHINE HEAVY DUTY KW-50LBN	ЕАСН
72.	STAPLER MACHINE STANDARD SIZE (MAX) HD-50, KW-5675	ЕАСН
73.	STAPLER PIN 23/10 WHASHIN	Еасн
74.	STAPLER PIN 23/13 WHASHIN	Еасн
75.	STAPLER PIN 23/15 WHASHIN	Еасн
76.	STAPLER PIN 23/17 WHASHIN	Еасн
77.	STAPLER PIN 23/20 WHASHIN	Еасн
78.	STAPLER PIN 23/24 WHASHIN	Еасн
79.	STAPLER PIN DOLLAR NO. 369	Еасн
80.	STAPLER PIN REMOVER KW-5080	Еасн
81.	STICKER SHEET (A4 SIZE) QUALITY	Еасн
82.	STOCK REGISTER 2 NO.	Еасн
83.	STABILO BOSS MARKER SUPER PLUS (HIGHLIGHTER)	Еасн
	STRIP FILE COVER PLASTIC ALFALAH – 842	

85.	SHEET PLASTIC (1-30 NOS.) (SEPARATOR SHEET PLASTIC)	ЕАСН
86.	STRIP SHEET PLASTIC (A TO Z) -DO-	EACH
87.	STRIP SHEET PLASTIC (1-10 NOS.) -DO-	EACH
88.	STRIP SHEET PLASTIC (1-12 NOS.)	EACH
89.	TABLE DIARY FRIENDS	EACH
00	TELEPHONE INDEX EXECUTIVE COSMO (250 TO 300 PAGES)/150	EACH
90.	PAGES/ ORION	
91.	TONER PRINTER HP-1320	ЕАСН
92.	TONER PRINTER HP 2015	ЕАСН
93.	TONER PRINTER HP LASERJET P1005	EACH
94.	TONER PRINTER HP-3600DN COMPLETE SET	EACH
95.	TONER PRINTER HP-3600DN BLACK CARTRIDGE	EACH
96.	SAMSUNG TONER PRINTER ML-2251-N	EACH
97.	TONER HP COLOUR LASERJET PRINTER 3525 FULL SET	EACH
98.	TONER HP COLOUR LASERJET PRINTER 3525 BLACK CARTRIDGE	EACH
99.	TONER PRINTER HP-2055	EACH
100.	TONER PHOTOCOPIER TOSHIBA STUDIO NO.351C (BLACK CARTRIDGE)	EACH
101	TONER PHOTOCOPIER TOSHIBA STUDIO NO.351C (BLACK AND	ЕАСН
101.	COLOUR FULL SET)	
102.	TONER PHOTOCOPIER KONICA MINOLTA BIZHUB 250 (HEAVY DUTY)	ЕАСН
103.	TONER PHOTOCOPIER KONICA MINOLTA BIZHUB 163 (LIGHT DUTY)	ЕАСН
104.	TONER PHOTOCOPIER KONICA MINOLTA BIZHUB 210	Еасн
105.	TONER FAX MACHINE RICOH 1130L	ЕАСН
106.	TONER FAX MACHINE PANASONIC KX FL 612	Еасн
107.	TONER FAX MACHINE PANASONIC KX-FL 402	Еасн
108.	TONER PHOTOCOPIER MINOLTA KONICA 7416-C	ЕАСН
109.	TOP TRANSPARENT FILE NOKIA – 554	Еасн
110.	TEMPO MARKER	ЕАСН
111.	TAPE DISPENSER (LARGE) KW-3311	Еасн
112.	TABLE SET REXENE SENIOR-20	ЕАСН
113.	TABLE SET MARBLE BLACK / LIGHT GREEN	ЕАСН
114.	VISITING CARD ALBUM SUPERIOR (300 CARDS) ORION / COSMO	ЕАСН
115.	WHITE FLUID (UNI PEN)	ЕАСН
116.	WHITE FLUID SET BLANCO PELICAN GERMANY 12X20 ML	ЕАСН
117.	WRAPPING PAPER (LARGE SIZE) 8M GMS	ЕАСН
118.	PIN CUSHION LONG LIFE	ЕАСН

Note: In case of non-compliance of above specification, bid shall be subject to rejection.

### LIST OF MISCELLANEOUS ITEMS

Sl. No.	NAME OF ITEMS	Quantity
1.	AIR FRESHENER 400ML (LOTIN ADMIRE)	EACH
2.	CAR POLISH (BLACK WAX)	EACH
3.	D.D.T POWDER / BAYGON / COBRA	EACH
4.	DUSTER COTTON WHITE (24'x40')/24"x24"	EACH
5.	DUSTER FALLALANE	EACH
6.	ELECTRIC EXTENSION BOARD FINE QUALITY	EACH
7.	ENGAGEMENT STAND (PLASTIC)	EACH
8.	GLINT	EACH
9.	GLASS SIX PIECES	EACH
10.	INSECT KILLER SPRAY BAYGON (400 ML)	EACH
11.	MORTEIN / KOBRA (400 ML)	EACH
12.	JUG ONE PIECE	EACH
13.	MULTI POWER SOCKET (IMPORTED)	EACH
14.	MISC CROCKERY ITEMS (SPOONS, PLATES, TEA CUPS, DONGA, DISH ETC.)	EACH
15.	PENCIL CELL POWER PLUS (AA) (WALL CLOCK / REMOTE CELL)	EACH
16.	SOAP CASE (FINE QUALITY) PLASTIC	EACH
17.	TEA SET CHINA	EACH
18.	SURF(150 GM)	EACH
19.	THERMOS 1 LITERS	EACH
20.	TISSUE PAPER (LUXURY SIZE)	EACH
21.	TOILET ROLL (ROSE PETAL)	EACH
22.	TOILET SOAP 125 GM (LUX, REXONA, CAPRI, SAFEGUARD, DETTOL & LIFE BOY)	ЕАСН
23.	TOWEL COTTON SUPERIOR BATH SIZE	EACH
24.	TRAY FOR MAIL (PLASTIC) (DAK TRAY)	EACH
25.	UMBRELLA LARGE SIZE	EACH
26.	VIM LARGE SIZE 500 GM	EACH
27.	WALL CLOCK (CHAMPION)	EACH
28.	WASTE PAPER BASKET (PLASTIC) LARGE SIZE	EACH
29.	WATER COOLER (MEDIUM SIZE) PLASTIC	EACH
30.	TABLE POLISH 7CF	EACH
31.	SCOTCH BRITE	EACH
32.	SWEEP (DETTOL SURFACE CLEANER)	EACH
33.	TOILET BRUSH	EACH
34.	SURF 1 KG	EACH
35.	LOTA PLASTIC	EACH
36.	PHYNAIL TABLETS	ЕАСН
37.	PLASTIC BALTI MEDIUM FINE QUALITY.	ЕАСН
38.	ACID BOTTLE (RED SWEEP)	EACH
39.	SOFT BROOM	EACH
40.	HARD BROOM	EACH

41.	PHYNILE LARGE BOTTLE FINIS	EACH
42.	WIPER LARGEER	EACH
43.	WIPER SMALL	EACH
44.	MOP LARGE 2 KG WITH STEEL HANDLE (T SHAPE)	EACH
45.	DRY MOP	EACH
46.	LIQUID HAND WASH	EACH
47.	AUTO AIR FRESHENER DISPENSER	ЕАСН
48.	REFILL AUTO AIR FRESHENER	EACH

Note: In case of non-compliance of above specification, bid shall be subject to rejection.

# **Schedule of Delivery**

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Sr. #	Description	Qty.	Required Delivery Schedule from the Date of supplier order	Location
1	Items mentioned in every supplier order.	As per supplier order.	7 days	National Vocational & Technical Training Commission, 5 <sup>th</sup> Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, Islamabad.

# **Section – IV Evaluation Criteria**

Subject to preliminary examination of the bidders/bids to determine their responsiveness to the eligibility criteria specified in this bidding document the Evaluation Criteria for the subject procurement shall be based on mandatory compliance of the Specifications and Commercial requirements subject to Lowest item-wise Evaluated Cost. In other words the contract shall be awarded to the responsive bidder whose bid will be determined as the Lowest Evaluated Bid of every item, subject to mandatory compliance of the commercial specification requirements.

# Section -V Sample Forms

### **Notes on the Sample Forms:**

The **Bid Form and Price Schedule Form**, bidder shall complete and submit with its bid the Bid Form and the Price Schedule pursuant to ITB Clause 11 and in accordance with the requirements included in the bidding documents. The bidder should provide the Bid Security, in the form acceptable to the Purchaser, pursuant to ITB Clause 10

The **Contract Form**, will be required to be submitted by the successful bidder, after the contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 17 and GCC Clause 9, acceptable deviations (e.g. payment Schedule pursuant to GCC Clause 6, spare parts pursuant to GCC Clause 8 or quantity variations pursuant to ITB Clause 17) the Price Schedule and Schedule of Delivery deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** should not be completed by the bidders at the time of their bid preparation/submission. Only the successful bidder will be required to provide the Performance Security (Guarantee) in accordance with the form indicated herein or in another form acceptable to the Purchaser, pursuant to GCC Clause 5 read with SCC Clause 3.

The **Manufacturer's Authorization** form should be completed by the manufacturer, as appropriate, pursuant to ITB Clause 2

# **Bid Form**

(On firm's letterhead)

# **Price Schedule Form (In Pak Rupees)**

Name of Bidder	
IFB No.	

Sr. #	Description	=	Unit Cost in figures (Inclusive of all taxes and delivery charges)	Amount in Words
1	2	3	4	5
				74

### Note:

- 1. Successful bidders shall provide free of cost replacement of defective supplies.
- 2. In case of discrepancy between unit price in figures and words, amount shown in column 7 prevail.
- 3. The unit and total Delivered Duty Paid (DDP) / Ex-Warehouse Price (EXW) prices should include the incidental services and all taxes. No separate payment shall be made for the incidental services.

Signature & Seal of Bidder		
Date		

# **Commercial Compliance Form**

IFB No		& Dat	:e:				
Description	Eligibility / Qualificatio n Parameter	Documen reference		Bidder Assessment (Y/N)	Reference in Bid	SBP Assessment (Y/N)	
		Manufact	Le th		Letter of OEM	,	
Distributor							
Market Retaile	er						
Direct or indire	ect authorized a	gent of the	Manut	facturer/distribut	er	5	
Minimum manufacturing business.	•	in Minim		f five years the relevant field	of firm wit	of Incorporation h any proof of s business for at	
		at leas the las installa	Documented track of completing at least 3 similar assignments in the last 3 years involving supplies, installation and support services of a comparable scale.			Attach list of 3 similar assignments along-with copies of Purchase/ Work Orders	
Verifiable pre service setu trained staff	sence of suppo p manned k		on o		'	or location of and detail of ersonal with number is	
Assignments i	n Hand (Curren	t)			·		
Semi Govt. a Body)	private, Govt., ant Autonomou						
Other than ori	ginal manufactu						
GST No.		T Certificate (if applicable)			Copy of GST Registration		
NTN NTN C			ertificat	e	Copy of NTN	N Certificate	
Experience of	Supply and Inst	tallation					
S. No	Description		Name Purcha	/ Contact Details	of Cost	Date	

Attached support documents

# **Performance Security Form**

(Bank/Insurance Guarantee)
To:
<b>Deputy Director</b> GA Section
National Vocational & Technical Training Commission,  5 <sup>th</sup> Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road,
Islamabad.
WHEREAS [name of Supplier] (hereinafter called —the Supplier ) has undertaken, in pursuance of Contract No. [reference number of the contract] dated 2014 to supply [description of goods and services] (hereinafter called —the Contract ).
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank/Insurance guarantee by a reputable bank/Insurance Company for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract
AND WHEREAS we have agreed to give the Supplier a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the day of2014.
Signature and seal of the Guarantors

[name of bank or financial institution/Insurance Company]

[address]

# Contract Agreement Form CONTRACT AGREEMENT

THIS AGREEMENT made the day of 2014 between National Vocational & Technical Training Commission (NAVTTC) (hereinafter called —the Purchaser ) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called —the Supplier ) of the other part:
WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [Tile of Procurement. and has accepted a bid by the Supplier for the supply of those goods and services in the sum of <i>[contract price in words and figures]</i> (hereinafter called —the Contract Price ).
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
<ol> <li>The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:         <ol> <li>General Conditions of Contract;</li> <li>Special Conditions of Contract;</li> <li>Appendices;</li> <li>Appendix1: Specifications / Requirements</li> <li>Appendix2: Supplier's Bid (Bid Form &amp; Price Schedule submitted by the bidder)</li> <li>Appendix3: Notification of Award</li> <li>Appendix4: Acceptance Letter</li> <li>Appendix5: Performance Security (where applicable)</li> </ol> </li> <li>In consideration of the payments to be made by the Purchaser to the Supplier as</li> </ol>
hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
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.
Signed, sealed, delivered by the (for the Purchaser)
Witness 1: Witness 2:
Signed, sealed, delivered by the (for the Supplier) Witness 1: Witness 2:

# **Section -VI General Conditions of Contract (GCC)**

- **1. Definitions**: Boldface type is used to identify the defined terms
  - a. **The Contract** is the Contract between the Purchaser and the Service Provider to execute, complete, and maintain the Supplies as specified in the Form of Contract or in other sections of the Contract.
  - b. The Purchaser means the organization purchasing the Goods, as named in Form of Contract
  - c. The Supplier is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Purchaser and is named in the Form of Contract
  - d. **The Supplier's Quotation** is the completed document (Invitation for Bids together with attachments) submitted by the Supplier to the Purchaser.
  - e. **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
  - f. **Days** are calendar days; **months** are calendar months.
  - g. **A Defect** is any part of the Supplies not completed in accordance with the Contract.
  - h. **Specification** means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Purchaser.
  - i. **The Site** is stated in SCC: where supplies are to be made on working day except Sunday at Supplier's expense
- **2. Scope:** The Supplier would provide supplies as stated in the Schedule of Requirements or any other requirements pursuant to GCC-9 hereto, during the period of the contract.
- **3**. **Communications:** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract
- **4. Language and Law:** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC

### **5.** Performance Security:

- 5.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank/Insurance

guarantee issued by a reputable bank/Insurance Company located in the Purchaser's country, in the form provided in the bidding documents **or** as per Clause 4 of Special Conditions of the Contract (SCC)

- 5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days after the completion of the Contract fulfilling all the obligations.
- **6. Payments:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
  - 6.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Job delivered and upon fulfillment of other obligations stipulated in the Contract.
  - 6.2 Payments shall be made promptly by the Purchaser, but in no case later than fifteen (15) days after submission of an invoice or claim by the Supplier.
- **7. Taxes:** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract
- **8. Price Adjustment**: Prices charged by the Supplier for Job delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC

## 9. Change Orders:

- 9.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- a. quantities, or specifications;
- b. the place of delivery; and/or
- 9.2 If any such change causes in increase or decrease in the cost of, or the time required for, the Supplier 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 receipt of the Purchaser's change order.
- **10. Amendment:** Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties
- **11. Warranty:** As specified in the Clause 6 of SCC.

#### 12. Inspections & Tests:

12.1 The Purchaser or its representative shall have the right to inspect and/or to test the quality of the services, to confirm their adherence to the Contract

specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 12.2 The inspections and tests may be conducted at point of delivery or at the final destination. If conducted, all reasonable facilities and assistance shall be provided at no charge to the Purchaser.
- **13**. **Supplier's Risks:** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Supplier's risks.
- 14. Liquidated Damages: Subject to GCC Clause 16, if the Supplier fails to deliver goods as specified in the Contract, timely, 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 of the delivered price of the delayed performance for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24
- Quality quality/substance **15**. of Services: No variation in from etc. In case of delayed/unsatisfactory specifications/requirements will be allowed. performance or non-performance, Purchaser shall impose a suitable penalty which may lead to the termination of the contract in part or in full. The Purchaser will recover the cost of job with substandard quality i.e. other than specifications/requirement, from accrued payments. The name of such Supplier can also be posted on website of the NAVTTC for information of all Procuring Agencies
- **16. Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

## 17 Termination:

- 17.1 Termination for Default. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, 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
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPR2004, in competing for or in executing the Contract.
- (d) if the Supplier becomes bankrupt or otherwise insolvent
- 17.2 Termination for Convenience .The Purchaser, by written notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its

convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective

- **18. Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940. However such proceedings cannot initiate till 45 days of the notification of disagreement.
- **19. Extension of Contract:** One month before the expiry of the contract period, both the parties with mutual agreement, can renew or extend the contract.

# Section -VII 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. Definitions (GCC Clause 1)

GCC 1 (i)—The Purchaser's site is: General Administration Section, National Vocational & Technical training Commission, 5<sup>th</sup> Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, Islamabad.

### 2. Applicable Law & Language (GCC Clause 4)

GCC 4- The other legislative requirements are as follows:

The Employment of Children (ECA) Act 1991

The Bonded Labor System (Abolition) Act of 1992

The Factories Act 1934

# 3. Performance Security (GCC Clause 5)

Rs.50,000/- in shape of Bank/Insurance Guarantee is to be provided.

### 4. Payment (GCC Clause 6)

Full (100 %) payment in Pak Rupees of the items supplied against each supply order will be made upon receipt of invoices/delivery challan, after supply of the items, subject to submission of the Performance Security (Bank/insurance Guarantee) as specified at GCC Clause 5 and SCC Clause 3.

### 5. Price Adjustment (GCC Clause 8)

GCC 8—Prices shall be adjusted if following conditions exists:

5.1 Change in legislation insofar it directly impacts the prices from the level they existed 15 days prior to the Bid opening.

### 6. Warranty (GCC Clause 11)

The supplier will provide full support during the One year warranty period including repair and replacement of all the supplies and associated parts and components replacement without any cost to purchaser in case of any failure, except any damage caused by the fire or disaster event.

### 7. Liquidated Damages (GCC Clause 14)

Subject to Clause 14 herein, if the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the 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 0.07 percent of the supply order for each day of delay until actual delivery or performance, up to a maximum deduction of Rs.50,000/-. Once the maximum is reached, the purchaser may consider termination of the contract.