



**Bidding Document For  
Provision of Biometric  
attendance machines &  
management system  
(BAMS)**

**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 to 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 Form
	e. Contract Agreement Form
Section VI	General Conditions Contract
Section VII	Special Conditions of Contract

## Section – I Invitation for Bids (IFB)



GOVERNMENT OF PAKISTAN  
National Vocational & Technical Training Commission  
(NAVTTTC) HQs,  
Evacuee Trust Complex, F-5/1 Islamabad



### REQUEST FOR PROPOSAL(RFP)

National Vocational & Technical Training Commission (NAVTTTC) invites proposals for provision/deployment of " **Biometric Attendance Machines & Management Services (BAMS)** " on turnkey basis for its 300-350 partner training institutes across Pakistan including AJK, GB & FATA under Prime Minister Youth Skill Development Program Phase-III (Batch-II). Selected firm shall be responsible for installation, testing, commissioning, management, reporting, operations & maintenance of the BAMS. Interested firms may submit sealed proposal (single stage, two separate envelopes for technical and financial offers) to the undersigned by 7/11/2016 at 11:00am along with 2% bid security in favour of NAVTTTC HQs, Islamabad. Bids will be opened on same day at 11:30am. The bid document may be downloaded from <http://navttc.org>. NAVTTTC reserves the right to cancel or partially cancel the RFP.

Rizwan Haider Awan  
DEPUTY DIRECTOR (MONITORING-III)  
NAVTTTC HQs, 5<sup>th</sup> Floor, Evacuee Trust Complex, F-5/1, Islamabad

## Section II- Instructions to Bidders (ITB)

1. **Scope of Procurement:** The Administration Section invites Bids for Bidding Document “**Provision of Biometric attendance machines & management system**” as described in the Section III. The successful bidder will be required to supply best quality the goods to NAVTTC as per terms and conditions specified in this bidding document.

2. **Eligibility to Bid:** Suppliers who are Authorized Dealers and duly registered with tax authorities and Pakistan Telecom Authority licensed mobile cellular operators 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 (Certificate in this effect on stamp paper of Rs. 50/-).
- 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 equipment to Government departments, Autonomous/ Semi-Autonomous bodies, organizations of comparable scale and stature.

3. **Qualification of the Bidder/Service Provider:** To qualify for award of the Contract, a Supplier/Service Provider 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:

- |             |  |
|-------------|--|
| Section I   | Invitation for Bids (IFB)                                    |
| Section II  | Instructions for Preparing Bid                               |
| Section III | Specification & Schedule of Delivery                         |
| Section IV  | Evaluation Criteria  |
| Section V   | Sample Forms   |
|             | a. Bid Form  |
|             | b. Price Schedule Form                                       |
|             | c. Technical Compliance Form                                 |
|             | d. Commercial Compliance / Bidder’s Capacity Assessment Form |
|             | e. Performance Security Form                                 |
|             | 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 of 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.
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 in separate envelop 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 "**Provision of Biometric attendance machines & management system**" 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 2% of the bid price 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 **NOT LATER than Monday 07<sup>th</sup> November, 2016 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's nominated Committee will open the Bids, including modifications, in the presence of the Bidders' representatives who choose to attend, at **Monday 07<sup>th</sup> November, 2016 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 nominated Committee at the time of 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 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. where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- c. if a Bidder refuses to accept the correction, his Bid will be rejected.
- d. 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 Increase or Decrease Quantities:** The Purchaser, reserves the right to increase or decrease quantities of supplies complying with PPRA rules.

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 Courier/registered letter. This letter will state the sum that the Purchaser will pay the Bidder in consideration of the supply, installation, and commissioning of the Supplies by the Bidder as prescribed by the Contract. The written notification of award will constitute the formation of the Contract.

19. **Performance Security:** Within Seven (07) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security ie 10% of the offered contract value for amount as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

## **“PROVISION OF BIOMETRIC ATTENDANCE MACHINES & MANAGEMENT SYSTEM” REQUIRED SPECIFICATIONS**

i. **Scope of Work: Provision, Deployment, Installation & Maintenance of:**

a) Provision/deployment of Biometric Attendance Machine for 300-350 training institutes. Each institute having at least 50-300 trainees / users. In / out attendance operations for each student are required on daily basis. Following parameters will be given high importance for selection of bidder:

- 24/7 Availability & connectivity of biometric machines with central server
- Machine's surface security (scratch less)
- Minimum daily attendance operation time
- Rapid replacement of machine in case of failure (max two working days)

b) Operations and Management of machines & attendance management software during the entire period of contract including:

- 1) Online Dashboard with daily attendance reporting (IN and OUT)
- 2) Training to Focal Persons at approximately 350 location
- 3) Registration of trainees on biometric machine
- 4) Replacement and revival of machines connectivity and software (in case of failure within two working days).

c) The scope includes operations, maintenance of all machines for Prime Minister's Youth Skill Development Program Phase-III Batch-II having 25,000 trainees).

ii. **Technical Specification/Features:**

Provision, Installation, Fixing, Testing, Commissioning, Operations and Maintenance with 4G/3G or edge connectivity of Biometric Attendance Machines with provincial and central level Management System including training to users having:

- i. Biometric Attendance Machines & System (***Fingerprint or multi options with Hi-Resolution Infrared Camera***); Touch Screen with *scratch less touch surface*
- ii. Provision and installation of Time Attendance Machines & Management System with the capability for data polling and reporting at NAVTTC's Provincial, National Sites including each location / training institute.
- iii. 3G / 4G / Edge Data transmission facility and connectivity of all machines with Central Time Attendance Management System.
- iv. Added USB and Wi-Fi connectivity options.
- v. Provision of SIMs (3G/4G/Edge enabled) for connectivity of all machines till completion of the training



- vi. Bidder will be bound to provide and bear all expenditures for data connectivity of all machines with central and provincial time attendance system.
- vii. Minimum 2000mAh Battery backup
- viii. Support, management, operations and maintenance of all machines and including software.
- ix. load management t with multi machines or multi sensors

**Note:** **The above are minimum required specifications. Higher end, cost effective and secure solution will be preferred. Only Renowned brand will be acceptable. In case of non-compliance of technical specification, bid shall be subject to rejection.**

## Schedule of Delivery

The delivery schedule for completion of assignment expressed as days stipulates hereafter a completion date for required services.

Sr. #	Description	Qty.	Required Delivery Schedule from the Date of Notification of Award	Locations
1	Biometric Attendance Machines including 3G / Edge connectivity, Central Time Attendance Management System (Daily Dashboard / Reporting System), Training to users etc.	300-350	30 days	Throughout Pakistan

## **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 Technical Specifications and Commercial requirements subject to Lowest Evaluated Cost. In other words the contract shall be awarded to the responsive bidder whose bid will be determined as the Lowest Evaluated Bid, subject to mandatory compliance of the technical and commercial specification requirements.

Invitation of Bids

## 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 (Bank 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)

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

**DEPUTY DIRECTOR (MONITORING-III)**

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

Dear Sir:

Having examined the entire contents of bidding documents we offer to execute the Contract for "**Provision of Biometric attendance machines & management system**" in accordance with the Conditions of Contract accompanying this Bid for the Contract

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Ten (10) percent of the Contract Price for the due performance, in the form prescribed by the Purchaser.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory \_\_\_\_\_  
\_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax Number, if any: \_\_\_\_\_

## Price Schedule Form (in Pak Rupees)

Name of Bidder \_\_\_\_\_

IFB No. \_\_\_\_\_

Sr. #	Description	Country of Origin	Quantity	Unit Cost (Incl. of all taxes)	Total
1	2	3	4	5	7

**Note:**

1. Successful bidders shall provide free of cost replacement of parts and maintenance services during the period of **Warranty**.
2. In case of discrepancy between unit price and total the unit price shall 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

Name of Bidder: \_\_\_\_\_

IFB No. \_\_\_\_\_ & Date: \_\_\_\_\_

Description	Eligibility / Qualification Parameter	Document for reference	Bidder Assessment (Y/N)	Reference in Bid	SBP Assessment (Y/N)
<b>Company profile</b>		Manufacturer/ Principal		Currently valid Authorization Letter of OEM / other proof of the establishment, as applicable	
Distributor					
Market Retailer					
Direct or indirect authorized agent of the Manufacturer/distributor					
<b>Minimum experience in manufacturing / supplies/ business.</b>		Minimum of five years of experience in the relevant field.		Certificate of Incorporation of firm with any proof of being in this business for at least 5 years	
<b>Similar supply and installation</b>		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	
<b>Verifiable presence of support service setup manned by trained staff</b>		Location of presence at Islamabad.		Evidence for location of presence and detail of skilled Technician is required	
<b>Warranty Claim Procedure/Method</b>		Directly assurance from original manufacturer		Please specify which ever is offered.	
<b>Assignments in Hand (Current)</b>					
<b>Affidavit</b> (that the firm has not been blacklisted by private, Govt., Semi Govt. ant Autonomous Body)					
Other than original manufacturer					
<b>GST No.</b>		GST Certificate (if applicable)		Copy of GST Registration	
<b>NTN</b>		NTN Certificate		Copy of NTN Certificate	

### Experience of Supply and Installation of similar works

S. No	Description	Name / Contact Details of Purchaser	Cost	Date

Attached supporting documents for eligibility

## PERFORMANCE SECURITY FORM

(Bank Guarantee)

To:

**DEPUTY DIRECTOR (MONITORING-III)**

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 \_\_\_\_\_ 2016 \_\_\_\_\_ 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 guarantee by a reputable bank 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 of \_\_\_\_\_ 2016.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]



**CONTRACT AGREEMENT FORM**  
**Contract Agreement**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2016 between National Vocational & Technical Training Commission (NAVTTTC) (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., [Title of Procurement. and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called —**the Contract Price**||).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. General Conditions of Contract;
  - ii. Special Conditions of Contract;
  - iii. Appendices;  
Appendix1: Specifications / Requirements  
Appendix2: Supplier's Bid (Bid Form & Price Schedule submitted by the bidder)  
Appendix3: Notification of Award  
Appendix4: Acceptance Letter  
Appendix5: Performance Security (where applicable)
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 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:

Signed, sealed, delivered by the (for the Supplier)

Witness 1:

Witness 2:

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 to Quotation 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 Seven (07) 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 guarantee issued by a reputable bank 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 in accordance with mode of payments as mentioned in contract agreement.

**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 an 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

**15. Quality of Services:** No variation in quality/substance etc. from specifications/requirements will be allowed. In case of delayed/unsatisfactory 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 Bank 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)

10% percent of the Contract price or to opt. Payment Option 2 of clause 4, if Bank Guarantee is not provided.

### 4. Payment (GCC Clause 6)

The method and conditions of payment to be made to the supplier, under this contract shall only be in Pak Rupees in the following manner:

#### **Supply, Installation & Commissioning, Maintenance, Operations and Support of Biometric attendance machines & system:**

- i. Fifty (50%) payment of contract price on submission of certificate of satisfactorily provision, installation and commissioning of biometric attendance machine and time management system with connectivity to central server and reporting system:

The invoice shall be supported with delivery challan and certificate of all machines duly provided, installed, commissioned at all locations / institutes across the country duly signed by head of each institute / location and forwarded through concerned NAVTTC's Regional Offices in consolidated form. (Note: No payment will be entertained against partial completion of work of any deficiency pointed out by an institute / NAVTTC's Regional Office).

**Provided, if Bank Guarantee equal of 10% of contract price on account of performance bond is provided. Otherwise, (40%) payment of the contract price will be made upon receipt of invoices/delivery challan, after supply of the equipment. Balance (10%) payment of the contract price will be made after completion of the Warranty Period as per contract terms.**

- ii. Twenty Five (25%) payment of contract price after three months of commencement of training:  
Invoice shall be supported with a certificate of smooth operations, maintenance and edge / 3G connectivity of all attendance machines with time attendance management system (software) to NAVTTC's provincial and central locations duly signed by NAVTTC's Respective Regional Office.
- iii. Twenty Five (25%) payment of contract price on completion of 2nd phase training and classes:  
Invoice shall be supported with a certificate of smooth operations, maintenance and edge / 3G connectivity of all attendance machines with time attendance management system (software) to NAVTTC's provincial and central locations duly signed by NAVTTC's Respective Regional Office.
- iv. **Deductions: In case of failure to continuously provide required services including connectivity and attendance machines at any locations, per day deductions shall be made by NAVTTC @ (total payment / number of locations / number of contracted days) \* (number of failure locations \* number days)**
  - Note. All payments shall be made upon acceptance by NAVTTC respective section / wing on satisfactory completion of work.
  - revival of the services may be ensured within two days after that Penalty will be imposed from the date of occurrence.

#### **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 twenty months warranty period including repair and replacement of all the supplies, hardware 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 Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.