

GOVERNMENT OF PAKISTAN
(NATIONAL VOCATIONAL & TECHNICAL TRAINING COMMISSION
5th Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road,
ISLAMABAD

TENDER NOTICE

Sealed bids pertaining ‘Two Stages - Two Envelops’ method are invited from the original manufacturers/ authorized sole distributors registered with Sales Tax/Income Tax Departments and having their own offices/stock/manpower/expertise in Islamabad, Lahore, Karachi and all provinces/regions for following procurements and services required by the National Vocational & Technical Training Commission (NAVTTTC), Islamabad:-

Name of Procuring Agency	National Vocational & Technical Training Commission, Islamabad.
Number of Tenders	One (01)
Title of Procurements	Procurement of Toolkits (03-Trades) PMYSDP Phase-IV (Batch-II)
Contact Officer	Deputy Director (General Administration) Ph: 051-9044425
Closing Time and Date & Place for receiving of bids	Upto 1100 hrs , on 14-12-2018 , in NAVTTTC HQs, Evacuee Trust Complex, F-5/1, Islamabad.
Time & Place of publicly opening of bids.	At 1130 hrs , on 14-12-2018 , in NAVTTTC HQs, Evacuee Trust Complex, F-5/1, Islamabad.

2. Bids Security @ **2%** of bid value of the tender in the shape of Pay Order/ Demand Draft (refundable) in favour of “DDO NAVTTTC, Islamabad” must be attached with the financial bid.

3. Tender documents, list and detail of items/tools and detailed terms/conditions can be collected from the undersigned during office timings, and are also available on official websites of NAVTTTC (www.navttc.org) and PPRA (www.ppra.org.pk). The procuring agency reserves rights to accept or reject any or all bids/proposals in accordance with Rule-33 of PP Rules-2004.

(Fareed Sultan)
Deputy Director (GA)
Ph: 051-9044425

**BIDDING DOCUMENT/
REQUEST FOR PROPOSAL (RFP)
FOR SUPPLY OF TOOLKITS UNDER
THE PRIME MINISTER'S YOUTH
SKILL DEVELOPMENT PROGRAM**



HIRING OF FIRM

FOR

**SUPPLY OF TOOLKITS UNDER
PRIME MINISTER'S YOUTH SKILL DEVELOPMENT PROGRAMME
PHASE-IV BATCH-II**

2018

GOVERNMENT OF PAKISTAN
NATIONAL VOCATIONAL AND TECHNICAL
TRAINING COMMISSION (NAVTTTC)
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 1	REQUEST FOR PROPOSALS (RFP) / INVITATION FOR BIDS (IFB)
Section 2	INFORMATION FOR BIDDERS
Section 3	CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS
	3.1 Clarification
	3.2 Amendments to RFP
	3.3 Regulatory And Commercial Conditions/Requirements
	3.4 Procedure for Submission of Documents
Section 4	PREPARATION OF PROPOSAL
	4.1 Eligibility Criteria
	4.2 Technical Proposal
	4.3 Financial Proposal
	4.4 Submission, Receipt, and Opening of Proposals
Section 5	PROPOSAL EVALUATION
	5.1 Rejection of Proposal
	5.2 Evaluation of Technical Proposals
	5.3 Public Opening and Evaluation of Financial Proposals
Section 6	AWARD OF CONTRACT
	6.1 NAVTTTC's Obligation in respect of RFP
	6.1.1 Confidentiality
	6.1.2 Bid Validity
	6.2 Fees & Payment
	6.3 NAVTTTC's Rights
	6.4 Performance Bank Guarantee
	6.5 Award of Contract
	6.6 Security Conditions
	6.7 Force – Majeure
	6.8 Arbitration
	6.9 Conflict of Interest
	6.10 Integrity Pact
Section 7	TERMS AND CONDITIONS
Section 8	Transportation (Method / Cost)
Annexure-I	TECHNICAL PROPOSAL - STANDARD FORMS
Annexure-II	FINANCIAL PROPOSAL - STANDARD FORMS
Annex-III	Detail of Evaluation Proposal
Annex-IV	Detail of Institutes (Trade-wise) [http://www.navttc.org/PubMedia.aspx]
Annex-V	DRAFT CONTRACT

Section 1: REQUEST FOR PROPOSALS

1.1 National Vocational and Technical Training Commission (NAVTTTC) an apex body for Technical Education and Vocational Training (TVET), established as a body corporate under Section 3(3) of the NAVTTTC Act No. XV of 2011. In terms of the preamble of the Act, NAVTTTC has the mandate to “provide for regulations, coordination and policy direction for vocational and Technical Training” and is thus involved in policy making, strategy formulation, and regulation & revamping of TVET system.

1.2 Further to the strategic vision of National Vocational and Technical Training Commission, the Commission takes up trainings session/programs on the direction of the Federal Government. Prime Minister’s Youth Skill Development Program (PHASE-IV) has been approved by ECNEC at a cost of Rs.6.169 billion to train 100,000 youth (in two batches of 50,000 each) in TVET Institutes all over the country including AJK, GB and FATA. Under this project, minimum middle qualified youth within the age bracket of 18 to 40 will be imparted vocational training free of cost. The trainees of 16 trades will also be given toolkits on the completion of their training. The program has been started since November, 2017.

1.3 NAVTTTC is currently considering hiring of a FIRM hereinafter referred as the “Bidder” having experience and expertise in supply of items all over the country. Request for Proposal (RFP) is invited on the basis of the terms and conditions and terms of reference detailed in the document.

1.4 It is further informed that:

- i. Sealed bids are invited as per the mentioned Description of Services and Evaluation Criteria in the RFP.
- ii. FIRM should submit a single package containing two separate envelopes having TECHNICAL PROPOSAL and FINANCIAL PROPOSAL marked with Bold and Legible letters as per PPRA Rule 22(1) which is reproduced as follows:

“The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened”

- iii. Technical Proposal shall contain the details as per the requirements & evaluation criteria mentioned in this Request for Proposal.
- iv. Financial proposal shall contain the details as per requirements mentioned in this Request for Proposal (RFP) and also the evaluation criteria.
- v. The Technical Proposals should reach NAVTTTC Headquarters, 5th Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, Islamabad at **11:00 AM** (Pakistan Standard Time) on **14th December, 2018**.
- vi. Technical Proposals will be opened at **11:30 AM** on **14th December, 2018**, at NAVTTTC HQs, 5th Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, Islamabad.

vii. NAVTTC shall follow the Public Procurement Regulatory Authority Ordinance, 2002, and all Rules and Regulations made there under. Relevant legislation in this regard is available at (www.ppra.org.pk).

1.5 ADDRESS FOR SUBMITTING RESPONSE TO RFP

Name of Procuring Agency	National Vocational & Technical Training Commission (NAVTTC)
Last date for response submission:	14th December, 2018 at 1100 Hours
Technical response Opening Date & Time:	14th December, 2018 at 1130 Hours
Opening Place:	Committee Room, NAVTTC HQs, 5th Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1 Islamabad, Pakistan
Contact Person:	Deputy Director, General Administration, NAVTTC
Phone:	+92 51 904 4425
Fax:	+92 51 920 4856

Request for Proposal

SECTION 2: INFORMATION FOR BIDDERS

2.1 National Vocational and Technical Training Commission has the responsibility to implement Prime Minister's Youth Skill Development Program. In order to provide toolkits to the trainees of 03 Trades, this Commission has decided to hire a BIDDER of national repute with relevant experience (proved through references) to help NAVTTC to accomplish its task within the prescribed time. NAVTTC will select a firm having a countrywide presence after an open, transparent bidding process, in accordance with 'Quality and cost based selection' **by using Two Stages – Two Envelop bidding procedure.**

2.2 The BIDDERS should not be a blacklisted firm, permanently or temporarily according to SECP, PPRA or any governing body. The BIDDERS are required to provide an undertaking (on stamp paper, duly verified by the relevant authority) that they are not a blacklisted firm/ agency from any Government/ Private organization and the details which are being provided to NAVTTC are authentic and credible. The BIDDERS are also required to provide the proof that their organization is registered with any of the governing body of the Islamic Republic of Pakistan.

2.3 The BIDDERS are invited to submit a sealed package containing **TECHNICAL PROPOSAL** and a **FINANCIAL PROPOSAL**, in separate marked sealed envelopes as per PPRA Rules 36 (d). The proposal will be the basis for contract with the BIDDER.

2.4 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to NAVTTC HQs or any Regional Offices (If any), are not borne by the Bidder as a direct cost of the assignment; and (ii) NAVTTC is not bound to accept any of the proposals submitted.

SECTION 3: CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

3.1 CLARIFICATION

BIDDERS may request a clarification of RFP document not later than 5 days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail (duly signed) to NAVTTC's address given below. NAVTTC will respond by facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all participating BIDDERS who intend to submit proposals.

The address for requesting clarifications is:

Deputy Director, General Administration

National Vocational & Technical Training Commission,
NAVTTC HQs, 5th Floor, Evacuee Trust Complex,
Agha Khan Road, F-5/1, Islamabad, Pakistan
051-9044425

3.2 AMENDMENT TO RFP/BIDDING DOCUMENTS

At any time before the submission of proposals, NAVTTC may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through an addendum. NAVTTC shall post the addendum on its website and also send it by mail, facsimile, or electronic mail to all participating BIDDERS and will be binding on them. NAVTTC may at its sole discretion, extend the deadline for the submission of proposals.

The BIDDER shall advise, assist and provide full support to the NAVTTC on all steps necessary critical to successful completion of task of provision of toolkits under Prime Minister's Youth Skill Development program.

3.3 REGULATORY AND COMMERCIAL CONDITIONS/REQUIREMENTS

For interpretation of any clause of this RFP, the decision of NAVTTC would be final and binding on the BIDDER.

The BIDDER shall be responsible for supply of toolkits under the Prime Minister's Youth Skill Development Program (PHASE-IV).

The activities will be conducted as per the timeline detailed in Section 8.

3.4 PROCEDURE FOR SUBMISSION OF PROPOSALS

The proposal shall be evaluated on the basis of fulfillment of Eligibility criteria, Technical and Financial proposals. The proposal, therefore, shall comprise a covering letter (original and two photocopies along with the soft copy) in accordance with the eligibility criteria along with supporting documents.

Technical proposal (original and three photocopies along with the soft copy) as per Section 4 of this RFP, sealed in a separate envelope and complete in all respects with supporting documents and clearly marked as "**TECHNICAL PROPOSAL**" on the envelope.

Financial proposal as per the requirements of this RFP, sealed in a separate envelope and complete in all respects and clearly marked as "**FINANCIAL PROPOSAL**" on the envelope.

All the above documents shall be kept in a sealed envelope. This envelope shall bear the submission address, and clearly marked "**Proposal for Selection of BIDDER for supply of toolkits under the Prime Minister's Youth Skill Development Program Phase-IV (Batch-II)**".

In its financial proposal, the BIDDER shall quote the rates and provide all required break ups as mentioned in detail in this RFP and for better understanding of the NAVTTC.

The prospective BIDDERS meeting the eligibility criteria (4.1 below) shall present its plan before the **Purchase Committee constituted for the purpose at NAVTTC HQ, if required**, as per the time assigned. Proposals of all those BIDDERS who do not meet the eligibility criteria shall be returned. The eligible BIDDER(s) as per eligibility criteria shall be intimated as per rules.

SECTION 4: PREPARATION OF PROPOSAL

The BIDDERS are requested to submit their proposals in **English language**.

Participating BIDDER shall submit documentary proof in support of meeting eligibility criteria.

In the first stage of evaluation, a Proposal shall be rejected if it is found deficient in:

- Eligibility for Responsiveness of the Proposal.

Only responsive proposals shall be further taken up for evaluation.

4.1 ELIGIBILITY CRITERIA

The "BIDDER" should meet the following Eligibility Criteria with relevant proofs provided in the technical proposal:

- a. Be registered under respective **governing laws** (SECP, ECP& Registrar of firms etc.) and must have valid **GST and NTN**.
- b. Not be blacklisted by SECP, PPRA or any other government body (all the bidders must provide affidavit to this effect).
- c. Have experience as supplier of such items to government organizations.
- d. Be based/ head office in Islamabad/Lahore/Karachi and should have outreach in all the provincial headquarters including AJK, GB and FATA and far flung areas of Pakistan.
- e. All the bidders should submit earnest money/ bid security @ **2%** of bid value (financial bid) in the shape of **Pay Order/Demand Draft in favour of "DDO NAVTTC, Islamabad"**.
- f. All proposals should bear the signature of authorized person on each page. Hand written and overwritten proposals will not be considered.

4.2 TECHNICAL PROPOSAL

In preparing the Technical Proposal, BIDDERS are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

Evaluation of the technical proposal will start first and at this stage the financial proposal shall remain unopened.

Technical Proposal of the bidding firms must contain the following:

- a. All the requirements to confirm the eligibility criteria supported with documentary evidences (as per 4.1)
- b. Brief description of the organization, its year of establishment, its profile, total permanent manpower, experience and proof of registration of the company. **The detailed evaluation criteria which to this document should be answered by the firms in their technical proposals (Annex-III).**

- c. The firm must also indicate their past relevant assignments. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and BIDDER's involvement.
- d. A description of the methodology and work plan for performing the assignment: The methodology and work plan should be logical and practical. The firm must indicate its work plan that how to deliver the toolkits in institutes/the place indicated in the RFP, composition of teams, mode of delivery and transportation.
- e. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.
- f. Detail of the total staff to be used to carry out the assignment, keeping in mind the timelines set by NAVTTC to accomplish the task.

NOTE: *The Technical Proposal shall not include any financial information. However, it should be clearly indicated that Pay Order/Demand Draft is included in the Financial Proposal.*

4.3 FINANCIAL PROPOSAL

In preparing the Financial Proposal, bidding firms are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It shall give the break-up as well as total lump-sum cost including all applicable taxes as per format provided in RFP. However, it shall list all costs associated with the assignment, including transportation of toolkits to provincial headquarters, district level or institute level etc. (as per section 8)

These costs should be broken down by activity and into local expenditures.

The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the Pakistani laws, on the BIDDERS, the sub-BIDDERS, and their personnel.

All prices are to be mentioned in Pak Rupees only.

The proposal must remain valid for a period of **ninety (90) days after the submission date** subject to further extension of an equal period, if required, in terms of rule **26(3) of PPRA Rules, 2004**. During this period, the bidding firm is expected to keep available the professional staff proposed for the assignment. NAVTTC will make its best effort to complete the process within this period. If NAVTTC wishes to extend the validity period of the proposals, the BIDDERS who do not agree to, will have the right not to extend the validity of their proposals.

4.4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

The original proposal (Technical Proposal and Financial Proposal) shall be prepared without any interlineations or overwriting.

An authorized representative of the prospective BIDDER shall initial all pages of the proposal and sign in full on the last page of proposal, clearly mentioning the full name of the representative. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.

For Technical Proposal, the BIDDERS shall prepare three copies of the proposal along with the original. Each Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original proposal will be taken as the correct one.

The original and three copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**", and the original Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE PURCHASE COMMITTEE**". The proposal submission address is:

Deputy Director (GA)

National Vocational & Technical Training Commission (NAVTTTC) HQs,
5th Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad, Pakistan.
Ph: +92519044425

Information on the outer envelope should also include: Proposal for Evaluation – **Do Not Open**, except in the presence of the Purchase Committee.

The complete Technical and Financial Proposals must be delivered at the submission address exactly on the date as notified. Proposals must be submitted not later than **14th December, 2018** at **1100 Hrs** Pakistan Standard Time (PST). Any proposal received after the closing time for submission of proposals shall be returned unopened.

After the deadline for submission of proposals, the Technical Proposal shall be opened by the Purchase Committee on **14th December, 2018** at **1130 Hrs**. The Financial Proposal shall remain sealed and deposited with the Deputy Director (GA) of the National Vocational & Technical Training Commission until all submitted technical proposals are opened.

SECTION 5: PROPOSAL EVALUATION

5.1 REJECTION OF PROPOSAL

Any effort by the firm to influence NAVTTC during the proposal submission, proposal evaluation, and proposal comparison or contract award decisions may result in the rejection of the BIDDER's proposal without recourse to any appeal or hearing what so ever.

BIDs not meeting the eligibility criteria and terms and conditions of RFP will be rejected.

5.2 EVALUATION OF TECHNICAL PROPOSALS

The Purchase Committee, constituted by NAVTTC as a whole, and each of its members individually will evaluate the proposals on the basis of their responsiveness to the RFP, applying the evaluation criteria, sub-criteria and point system as specified below. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP/conditions, if it fails to achieve the minimum technical score indicated below. The Expertise of the BIDDERS related to the assignment will be evaluated as under:

Description	Marks
Financial Position of the firm	29
Company location and outreach	25
Management capabilities of the company	20
Work plan and Methodology	26

NOTE: THE DETAILS OF THE EVALUATION CRITERIA IS ANNEXED FOR INFORMATION OF THE FIRMS. THE FIRMS MUST ENSURE THAT THEY HAVE PROVIDED ALL THE INFORMATION AS INDICATED IN THE DETAILS OF EVALUATION CRITERIA. THE FIRM MUST ALSO PROVIDE RELEVANT PROOF AGAINST EVERY DETAIL OF EVALUATION CRITERIA. Minimum qualifying marks for technical evaluation are 50, the firm obtaining scores less than 50 will be disqualified.

5.3 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

After the evaluation of quality (Technical Proposal Evaluation) is completed, NAVTTC shall notify those BIDDERS whose proposals did not meet the minimum qualifying marks **50** or were considered **unresponsive to the RFP** and Terms and Conditions, indicating that their Financial Proposals will be returned unopened after completing the selection process. NAVTTC shall simultaneously notify the BIDDERS that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than 3 days after the notification date. The notification may be sent by courier letter and electronic mail/ facsimile.

The Financial Proposals shall be opened in the presence of the BIDDER's representatives who choose to attend. The name of the BIDDER, the technical qualifying scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. NAVTTC shall prepare minutes of the tender opening.

The Purchase Committee will determine whether the Financial Proposals are complete (i.e., whether they have quoted all tools and toolkits). The evaluation shall include those taxes, duties, fees, levies, and other charges imposed under the applicable law of the land.

SECTION 6: AWARD OF CONTRACT

The contract will be awarded to the finally selected firm as per rules and conditions. The assignment is expected to commence immediately upon Effective Date of Contract.

6.1 NAVTTC'S OBLIGATION IN RESPECT OF RFP

6.1.1 CONFIDENTIALITY

Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the BIDDERS who submitted the proposals or to other persons not officially concerned with the process, until the successful BIDDER has been notified that it has been awarded the contract.

6.1.2 BID VALIDITY

Bids must remain valid for 90 days after the submission date. Should the need arise, however, BIDDERS may be requested to extend the validity period of their bids. BIDDERS who agree to such extension shall confirm that their financial bids remain unchanged.

6.2 FEES & PAYMENT

The successful BIDDERS would be made payments on completion of supply in a specific region and as per the Schedule of Payments given in the Contract. The payment will be made in Pak Rupee.

6.3 NAVTTC'S RIGHTS

NAVTTC reserves the right to modify the terms and conditions of the contract which shall be granted to the successful BIDDER after the bidding process, if in the opinion of the NAVTTC, it is necessary or expedient to do so in the public interest or the interest of the Commission. The decision of the NAVTTC shall be final and binding in this regard.

NAVTTC reserves the right to suspend and cancel the contract with the selected firm in part or in whole at any time if in the opinion of the NAVTTC it is necessary or expedient in the public interest.

The decision of the NAVTTC shall **be final and binding** in this regard. Also NAVTTC shall not be responsible for any damage or loss caused or arising out of aforesaid action.

6.4 PERFORMANCE BANK GUARANTEE

The successful BIDDER shall submit a Performance Bank Guarantee (PBG) in the prescribed format for an amount **equal to 10 percent of the contract price in Pak Rupees within 10**

days after signing of the contract for carrying out the assignment. On satisfactory completion of work, this PBG shall be released. The bank guarantee should be valid for one year after expiry of the contract.

6.5 AWARD OF CONTRACT

NAVTTTC shall issue a Letter of Intent (**LOI**) to the selected BIDDER immediately upon acceptance of the bid. The selected BIDDER will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Letter of Intent. The selected BIDDER shall commence the assignment on receipt of Letter of Acceptance (**LOA**) and as per the schedule given in the contract.

6.6 SECURITY CONDITIONS

The company shall take adequate and timely measures to ensure that information provided through it as part of this agreement shall be kept confidential, secure and protected.

6.7 FORCE - MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the BIDDER), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the Government as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

6.8 ARBITRATION

In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Government of Pakistan, (hereinafter referred to as the said officer) and if the Government of Pakistan is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Government (Ministry of Federal Education and Professional Training). The agreement to appoint an arbitrator will be in accordance with the Arbitration Act, 1940. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof or any rules made thereof.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration Act, and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of NAVTTC or such other place as the arbitrator may decide.

Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

6.9 CONFLICT OF INTEREST

The BIDDER (including their personnel and sub-BIDDERS) or any of their affiliates shall not receive any remuneration in connection with the assignment except as provided in the contract.

The BIDDER (including their personnel and sub-BIDDERS) or any of their affiliates shall not engage in any activity with respect to their assignment that conflicts with the interest under the contract, or that may place them in a position of being unable to carry out the assignment in the best interest of the Government of Pakistan.

The BIDDER shall provide professional, objective and impartial advice at all times and hold the Government of Pakistan interests paramount, and in providing such advice to avoid conflicts with any other assignment and their own corporate interests.

BIDDERS are required to provide a declaration regarding the nonexistence of any conflicting activities in the Performa.

6.10 INTEGRITY PACT

An 'Integrity Pact' has to be signed by the selected BIDDER. Format of the Integrity Pact is available on PPRA website.

Section 7: TERMS AND CONDITIONS

1. The firms will have to deliver all the quantity of requisite items at the place and premises mentioned in the RFP at their own cost including transportation charges.
2. The quoted rates must be **inclusive of all taxes**.
3. **All applicable taxes of Government will be deducted** from the supplier's payment.
4. National Vocational and Technical Training Commission (NAVTTTC) will not compromise **on quality of any item**.
5. **National Tax Number/General Sales Tax registration number** issued by the respective Department should be mentioned in the bid.
6. NAVTTTC reserves the right to accept or reject any or all bids or a portion in accordance with PPRA Rules.
7. The rates quoted by firms will remain valid till **90 days after the submission of bids** subject to further extension of an equal period, if required, in terms of **rule 26(3)** of PPRA Rules, 2004.
8. The firm has a capacity to cover major as well as remote areas of the country as per requirement of NAVTTTC.
9. No additional cost of any kind will be paid for delivery of toolkits except the rate quoted by the firms.
10. **The firms will have to present samples of the toolkits for assessment of the quality of tools by the NAVTTTC at the time of inspection.**
11. Technical successful/eligible Bidders would be required to provide sample(s) of the items as per prescribed specifications for visual inspection and/or laboratory tests. The Lab charges will be borne by the Bidder(s), if required. Physical Inspection will be carried out for each item of a tool kit. A tool kit containing any non branded/ sub standard item will be rejected.
12. NAVTTTC will have the right to take random sample (s) from each store / warehouse of each Toolkit supplied by the Bidder (s) for visual inspection and/or Lab Test. **The payment of Laboratory tests will be paid by the Bidders**, if required.
13. The firms shall be responsible to lift all the defective stock and toolkits provided contrary to the quoted items/specifications/brands etc. from the place of delivery/ warehouses at their own cost.
14. NAVTTTC will impose **5% penalty** on the quoted prices and will also charge rent of warehouses where such defective stock is stored.
15. **Minimum qualifying marks for technical evaluation are 50, the firm obtaining scores less than 50 will be disqualified.**
16. Each toolkit will be evaluated separately on the basis of lowest rates quoted by technically qualified firms.

17. **Brand Name & Model of each item/tool must be mentioned, otherwise bid will be rejected.**
18. Payment will be made on satisfactory completion of work and payment shall be made for the actual and accepted supply. The payment can also be made on trade-wise and region-wise supply, if NAVVTC deems it appropriate.
19. The Bidders **can bid one or more (or all 03-trades) pertaining to tender for purchase of toolkits.** However, NAVTTC shall reserve the right to consider rate of each Toolkit for evaluation purposes.
20. In any case, Bidders will have to quote all the tools in a specific Toolkit failing which the proposal for that specific trade will be rejected.
21. The successful bidder shall have to complete the assigned work **within sixty (60) days after the receipt of Work Order.** In case of failure to deliver the contracted items within the stipulated period, the liquidated damages shall be charged for the period of delay in supply @ **2% of the cost of items but not less than 1% of the un-supplied items**, per month or a part of a month for a period beyond the original delivery date subject to the provision that total liquidated damages will not exceed 10% of the total Contract value.
22. Following **NAVTTC logo will be required to be printed or embossed on each Box/Bag.** The exact specimen will be provided by the NAVTTC:



23. NAVTTC will have the right to take random sample (s) from each store / warehouse of each Toolkit supplied by the Bidder (s) for visual inspection and/or Lab Test. **The payment of Laboratory tests will be paid by the Bidders**, if required.
24. NAVTTC may at any time, by a written order given to supplier, increase or decrease number of tools in a toolkit, their specifications and place of delivery.

TRADE - 1

Procurement of Toolkits (RAC/HVACR)

- NOTE:** i) The metal to be used in all items must be of high quality Carbon Steel/CrV with Chrome/Nickel plating finish.
ii) All items quoted should be branded and brand name & Model Number must be mentioned against each item.

Sr.#	Details of Tools	Technical Specifications of Tools	No. of Tools	Brand Name	Price (Rs.) of Each Item/ Tool (inclusive of all taxes)	Quantity of Tool Kits
1)	DIGITAL CLAMP METER TONG TESTER	Clip-on type; cap upto 300 A and 500 V capacity complete with test leads and case, AC/DC. [UNI-T or Equivalent]	01			1,925
2)	FLARING TOOL WITH ANVIL	Standard model, steel	01			
3)	PUNCHING TOOL	Forged steel, standard model	01			
4)	COMBINATION PLIER	With pipe grip, side cutter and two joint cutters, polished head and PV C insulated handles, min 160 mm long [Danfoss or Eqv]	01			
5)	GRIP PLIER/WRENCH	Spring-loaded with quick release lever cap upto 30 mm, length 220mm	01			
6)	ADJUSTABLE WRENCH (2 PCS)	6" & 10" long, standard model with 15° angle, span upto 24 mm length 200 mm	01			
7)	SCREW DRIVERS SET	A combination of flat tip & Phillips with split type handles duly insulated, standard model [Tolsen or Equivalent]	01			
8)	TOOL BOX	Simple construction; steel thickness -0.6 -0.8mm three layers [Tolsen/Tactix or Equivalent]	01			
9)	TOOL BAG	Bag with rigid frame with partitions of external & internal pockets. Adjustable shoulder strap [Tolsen/Tactix or Equivalent]	01			
Total Price including all Taxes of Each Toolkit (Rs.)						
Total cost of 1,925 Toolkits (Rs.)						

TRADE - 2

Procurement of Toolkits [Carpenter/Wood Working]

- NOTE:** i) The metal to be used in all items must be of high quality Carbon Steel/CrV with Chrome/Nickel plating finish.
ii) All items quoted should be branded and brand name & Model Number must be mentioned against each item.

Sr.#	Details of Tools	Technical Specifications of Tools	No. of Tools	Brand Name	Price (Rs.) of Each Item/ Tool (inclusive of all taxes)	Quantity of Tool Kits
1)	CARPENTER's ADZE	Steel head, wooden handle, blade cutting edge 100mm (Fine Quality)	01			545
2)	CARPENTER's TRI SQUARE	Paint finished, cast stock, hardened/platted steel blade, graduated in inches and millimeters ; blade length 300 mm (Fine Quality)	01			
3)	TRY PLANE (SMALL)	Wooden, polished beech, smooth sole, double irons, beech wedge, chrome vanadium cutter ; length 200 mm, cutter width upto 45 mm	01			
4)	HAND SAW	Skewback, hardened/tempered steel blade, hardwood handle blade, length 500 mm, 5-10 teeth points per inch	01			
5)	CLAW HAMMER	Steel, with wooden/rubber handle; weight 500 gm	01			
6)	MEASURING TAPE	Flexible or folding with Inch and Metric calibrations; 3 Meters length	01			
7)	SCREW DRIVER SET (04 NOS)	Flat & Phillips with insulated, and split-proof metal tipped/hammerable handle with varying blade length ; 6" & 8" size	01			
8)	TOOL BOX	Simple construction; steel thickness -0.6 -0.8mm three layers [Tolsen/Tactix or Equivalent]	01			
9)	TOOL BAG	Bag with rigid frame with partitions of external & internal pockets. Adjustable shoulder strap [Tolsen/Tactix or Equivalent]	01			
Total Price including all Taxes of Each Toolkit (Rs.)						
Total cost of 545 Toolkits (Rs.)						

TRADE - 3

Procurement of Toolkits [Welder/Fabricator]

- NOTE:** i) The metal to be used in all items must be of high quality Carbon Steel/CrV with Chrome/Nickel plating finish.
ii) All items quoted should be branded and brand name & Model Number must be mentioned against each item.

Sr. #	Details of Tools	Technical Specifications of Tools	No. of Tools	Brand Name	Price (Rs.) of Each Item/ Tool (inclusive of all taxes)	Quantity of Tool Kits
1)	Welding Transformer	Portable 150-200 Ampere with complete accessories, Argon (Fine Quality)	01			2,515
2)	Hacksaw Frame	Extra strong, adjustable, from 250 to 300 mm, sliding bar pattern with file handle.	01			
3)	Chipping Hammer	With wooden handle, 300 g	01			
4)	Ball Peen Hammer	With wooden handle, 500 g	01			
5)	Leather Gloves	Standard model for welding and heavy work	01			
6)	Tong	Steel, upto 300 mm	01			
7)	Welding Screen/Face Cover	Standard Model (Fine Quality)	01			
8)	Safety Goggles	Clear glass with all-around-the-eye-protection and ventilation slots, Leather (Fine Quality)	01			
9)	Measuring Tape	Flexible or folding with Inch and Metric calibrations; 3 meters length (Fine Quality)	01			
10)	Tool Box	Simple construction; steel thickness -0.6 -0.8mm three layers [Tolsen/Tactix or Equivalent]	01			
8)	TOOL BAG	Bag with rigid frame with partitions of external & internal pockets. Adjustable shoulder strap [Tolsen/Tactix or Equivalent]	01			
Total Price including all Taxes of Each Toolkit (Rs.)						
Total cost of 2,515 Toolkits (Rs.)						

8. **TRADE-WISE COST OF TRANSPORTATION OF TOOLKITS AT REQUIRED STATIONS ACROSS THE COUNTRY (in Pakistan Rupees) –**
[NOTE: SEPARATE RATES OF EACH TRADE / TOOLKIT REQUIRED]

1) **TRADE / TOOLKIT NAME - _____**

		Transportation Cost of Each	GST	Any other tax	Total cost (in figure)	Total Cost (in words)
a. Supply at following stations:						
Province/Region	Station/ place of supply					
Islamabad, AJK & GB	Islamabad/Rawalpindi, Mirpur, Muzaffarabad, Poonch, Gilgit, Baltistan.					
Punjab	Bahawalpur, Dera Ghazi Khan, Faisalabad, Gujranwala, Lahore, Multan, Sahiwal, Sargodha, Sheikhpura.					
Sindh	Karachi, Hyderabad, Banbhore, Sukkur, Larkana, Mirpur Khas, Shaheed Benazirabad.					
KPK	Bannu, Dera Ismail Khan, Hazara, Kohat Malakand, Mardan, Peshawar					
Baluchistan	Kalat, Makran, Naseerabad, Quetta, Sibi, Zhob.					

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 in words 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 of the Authorized representative. _____

Firm's Name: _____

TECHNICAL PROPOSAL - STANDARD FORMS

1.A: Technical Proposal submission form.

1.B: Firm's References.

Request for Proposal

[Location, Date]

To:

Deputy Director (GA),
National Vocational & Technical Training Commission,
NAVTTTC HQs, 5th Floor, Evacuee Trust Complex,
Agha Khan Road, F-5/1,
Islamabad, Pakistan.

Sir,

We, the undersigned, offer the services for supply of following toolkits of the trades under Prime Minister's Youth Skill Development Program (PHASE-IV), in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

S.No	Name of Trade(s)
1)	
2)	
3)	

If any clarifications are required as per PPRA Rules, 2004, during the period of validity of the Proposal, i.e., before [Date] we undertake to clarify any issue regarding supply of toolkits. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

It is to certify that earnest money in shape of demand draft has been attached with the financial proposal and not a personal cheque, etc.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Tel:

Cell:

Email:

Annexure-I.B:**FIRM'S REFERENCES**

Using the format below, provide information on each assignment for which your firm/entity, either individually or as a corporate entity or as one of the major companies within an association, was legally contracted.

Commercial Compliance Form

Name of Bidder: _____

Company profile	Manufacturer/ Principal/Supplier	Currently valid Authorization the establishment, as applicable
Distributor		
Market Retailer		
Direct or indirect authorized agent of the Manufacturer/distributor		
Minimum experience in manufacturing /Supplies/Business	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 4 years
Similar supply and installation	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 presence of support service setup Manned by trained staff	Location of presence at Islamabad	Evidence for location of presence and detail of skilled personal with contract number is required
Assignments in Hand (Current)		

Affidavit (that the firm has not been blacklisted by private, Govt., Semi Govt. and Autonomous Body)

Other than original manufacturer

GST No.	GST Certificate (if applicable)	Copy of GST Registration
NTN	NTN Certificate	Copy of NTN Certificate

Experience of Supply and Installation

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

Attached supported documents

Performance Security Form

(Bank/Insurance Guarantee)

To:

Deputy Director

GA Section

National Vocational & Technical Training Commission,

5th 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 _____ 2018 _____ to supply *description of goods and services+ (hereinafter called —the Contract).

AND WHEREAS it has been stipulated by you in the said Contract/RFP/Bidding Documents 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 of _____ 2018.

Signature and seal of the Guarantors

[Name of Bank or Financial Institution/Insurance Company]

[Address]

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Deputy Director (GA),
National Vocational & Technical Training Commission,
NAVTTTC HQs, 5th Floor, Evacuee Trust Complex,
Agha Khan Road,
F-5/1, Islamabad, Pakistan.

Sir,

We, the undersigned, offer to supply Toolkits under Minister's Youth Skill Development Program (PHASE-IV), in accordance with your Request for Proposal and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

Yours truly,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Email:

Tel:

Fax:

Cell:

DEAILS OF EVALUATION OF TECHNICAL PROPOSALS

Sr. No.	Criteria/ Sub-Criteria & Marks	Total Marks	Marks Obtained	
1.	Financial position of the Firm (25 Marks)			
	a.	Balance sheet for last 2 years (Minimum 50 million). Each year contains 05 marks.	10	
	b.	Total volume of Business (Minimum 50 million) Upto 50 million - 01 mark 51 –55 million - 02 marks 56 – 60 million - 03 marks 61 – 65 million - 04 marks 66 – 70 million - 05 marks 71-75 million - 06 marks 76 million & above 07 marks	07	
	c.	Total value of fixed assets (Minimum 5 million) Upto 05 million - 01 mark 06 – 10 million - 02 marks 11 – 15 million - 03 marks 16 – 20 million - 04 marks 21 – 25 million - 05 marks 25million & above- 06 marks	06	
	d.	Audit report for last 3 years (each year carry 2 marks)	06	
		Total Marks	29	
2.	Company Location & Outreach (20 Marks)			
	a.	Based in Islamabad/Lahore/Karachi (4x3)	12	
	b.	Offices in rest of country (each office carry 01 mark upto maximum 05 Marks)	05	
	c.	Owned buildings	08	
	Total Marks	25		
3.	Management capabilities of the company (20 Marks)			
	a.	Total regular/ permanent manpower (Minimum 15 employees) Upto 15 employees - 01 mark 16 – 20 employees - 02 marks 21 – 25 employees - 03 marks 26 – 30 employees - 04 marks 31 & above - 05 marks	05	
	b.	Projects exceeding 10 million undertaken covering entire Pakistan (Minimum 1 project). Each project contains 02 marks.	10	
	d.	International collaboration/ partners	05	
		Total Marks	20	
4.	Work Plan & Methodology (35 Marks)			
	a.	Supply plan (detail of supply at each station with timeline)	05	
	b.	Mode of transportation	02	
	c.	Method of Packing / Presentation	03	
	d.	Method to ensure quality and quantity of tools in a kit	5	
	e.	Number of Tenders/Trades for which participated (each tender/trade carry 01 mark upto maximum of 11 marks)	11	
	Total Marks	26		
	Grand Total	100		

- Note:**
- If the information against each criteria is not provided or provided information is less than requirement, zero marks will be awarded.
 - The information shall be supported by documentary evidences in each criteria/sub-criteria.

DRAFT CONTRACT AGREEMENT FORM

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2018 _____ 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:

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 (REF/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 thirty (30) 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 of Toolkits and tools of the kits and their 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 supplies and 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

15. Quality: 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 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, 5th Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, Islamabad.

2. Performance Security (GCC Clause 5)

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

3. 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 issue of completion and satisfactory certificate by the Purchase/Technical Committee and subject to submission of the Performance Security (Bank/insurance Guarantee) as specified at GCC Clause 5 and SCC Clause 3.

4. Warranty (GCC Clause 11)

The supplier will provide full support during the warranty period including replacement of all or partial supplies and associated parts and components replacement without any cost to purchaser in case of damaged and under specifications of supply.

5. 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 **1 percent** of the supply order for each day of delay until actual delivery or performance, up to a **maximum 10% deduction**. Once the maximum is reached, the purchaser may consider termination of the contract.

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