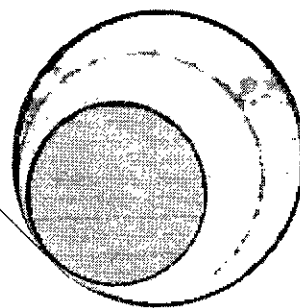


**Bidding Document
For Supply of
Computer
Equipment Items
During Financial
Year 2023-24**



**Federal Employees Benevolent & Group
Insurance Fund, BF Building, Shahrah-e-
Shuhrwady,
Zero Point, Islamabad.**

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Preface

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

Document comprises of the Sections listed below:

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

Section – I Invitation for Bids (IFB)

FEB&GIF No. 9/24 (Equip)/Admn-BT

January 10, 2024

TENDER NOTICE

Federal Employees Benevolent & Group Insurance Fund (FEB&GIF) invites sealed bids from experienced well reputed bidders/suppliers/firms those having an NTN/Sales tax registration and also included in the Active Taxpayer List (ATL) of FBR for the timely Supply of "Computer Equipment Items" during financial year 2023-24.

1. Bidding will be conducted under National Competitive Bidding pursuant to Single stage **Single** envelope procedure as per Rule 36(a) of Public Procurement Rules 2004 and is open to all eligible bidders as defined in the Public Procurement Rules 2004.
2. Bids must be accompanied by a bid security of not less than Rs. 500,000/- in the shape/form of pay order/bank draft in favor of Board of Trustees, FEB&GIF, Islamabad.
3. The Bidders are requested to give their best and final prices as no negotiations shall be allowed. The rates quoted must remain valid for a period of ninety (90) days after opening of tenders and till signing of agreement.
4. The bidders should have documented track of completing at least 3 similar assignments in the last 3 years.
5. Interested eligible bidders may obtain the bidding documents including detailed specifications without any charges on the submission of a written application to the address mentioned below. These documents can also be downloaded from <https://eprocure.gov.pk> & www.febgif.gov.pk as well.
6. Copies of latest registration with Income Tax Department and Sale Tax Department should be enclosed with bid. Non submission of this document is liable to declare the bidder non responsive.
7. Bidders should be financially sound, have proper office, telephone number and fax number in Islamabad.
8. Bids received after due date & time will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will also be rejected.
9. Every bidder will deliver Computer Equipment Items etc. to all the desired stations of FEB&GIF at his own cost as per specifications mentioned in the bidding document.
10. Bidders must be registered with E-Pak Acquisition & Disposal System of PPRA and bids must be submitted through EPADS portal of PPRA.

Bids must be uploaded to the EPADS Website <https://eprocure.gov.pk> on or before **11:00 am, 20th March 2024**. Bids will be opened at **11:30 am** on the same day in the presence of bidders' representatives (who may like to attend) at the Committee Room of Federal Employees Benevolent & Group Insurance Fund, BF Building, Shahrah-e-Shuhrwady, Zero Point, Islamabad.

Director (Admin)

Federal Employees Benevolent & Group Insurance Fund (FEB&GIF),
BF Building, Shahrah-e-Shuhrwady, Zero Point, Islamabad
Tel: 92-51-925 2308 Fax: 92-51-925 2354

Section II- Instructions to Bidders (ITB)

1. **Scope of Procurement:** The General Administration Section Invites Bids for **"Supply of Computer Equipment Items"** as described in the Section III. The successful bidder will be required to supply best quality items to FEB&GIF as per terms and conditions specified in this bidding document.

2. **Eligibility to Bid:** Suppliers duly registered with tax authorities are eligible to participate only if they also:

- a. Enclose proof of registration with the Income Tax Department and Sales Tax Department with the Bid. **(Failure to enclose these documents would be declared non responsive)**
- b. Not blacklisted under the provision of Rule 19 of Public Procurement Rules 2004. **This must be mentioned in an affidavit as one of the declarations.**
- 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. **However, one local partner must be nominated who should be duly authorized by other partners and responsible for discharging the responsibility of Joint Venture.**
- 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. **Non-provision of attested copies will be liable to be declared as non-responsive.**
- e. Bidder must have physical local Support office in Islamabad/Rawalpindi for support services. **Address, Phone numbers, email along with responsible person must be provided for physical verification (if required).**

3. **Qualification of the Bidder/Supplier:** To qualify for award of the Contract, a Supplier shall meet the requirements specified in the commercial compliance in Section IV. Bid must be provided along-with prescribed Bid Form, duly completed, signed and stamped along with Bid Security as specified in this IFB.

4. **Contents of Bidding Documents:** The set of Bidding Documents comprises the Sections listed below:

- | | |
|-------------|--|
| 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. Specification 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. **Original must be submitted to the purchaser office and be presented before tender opening committee without disclosure of financial figures.**
 - v. **Duly attested** Documentary Evidence of Similar Supplies and Experience.
 - vi. Brochures (if any) of the items to be supplied.
6. **Bids:** Prices shall be quoted entirely in Pak Rupees inclusive of all applicable taxes. The Bidder shall fill in the rate and prices for the required items, described in this document. All duties, taxes and other levies payable by the bidder shall be included in the rates, prices, and total bid submitted by the bidder. Cost for carriage/delivery shall be included in the rates while quoting final rate. For import items, **Exchange rate of US\$ to PKR along with date must be mentioned on which working is made! It must be clearly written whether fluctuation in exchange rate will be required by the bidder or otherwise.**
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 Price Sealing of Bid:** The bidding documents shall be submitted by uploading on EPADS portal of PPRA. However, Original **Bank Draft** in f/o Board of Trustees FEB & GIF will be submitted to this office.
10. **Bid Security:** The amount of Bid Security shall be Rs. 500,000/-, payable in the form of a **Bank Draft / Payment Order** in favor of **Federal Employees Benevolent & Group Insurance Fund, Islamabad**. Bid Security will stand forfeited in case the successful bidder fails to comply the execution of supply. Bid Security of successful bidder will be released after supply of goods and signing of the Contract and submission of performance bond (if applicable). Bid Security of

unsuccessful bidder will be released on announcement of result but not later than **21 days after notification of award of works.**

11. **Place and Deadline for Submission of Bid:** The Bid shall be delivered to the Purchaser **NO LATER** than **January 2024 at 11.00 AM** at the address given in IFB. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.

12. **Modification and Withdrawal of Bid:** No Bid shall be modified after the deadline for submission of Bid specified above in Clause 11. Withdrawal of a Bid between the deadline for submission of Bid and the expiration of the validity of the Bid as specified in Clause 7.

13. **Opening of Bid:** The Purchaser will open the Bids, including modifications, in the presence of the Bidders' representatives who choose to attend, on **January 2024 at 11.30 AM** at the address given in IFB. The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and withdrawals will be announced by the Purchaser at the Bid opening.

14. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of Bid and recommendation for the contract award shall not be disclosed until the award to the successful Bidder has been announced. Results of the bid evaluation will be made known in due course bidders are advised not to approach Purchaser. Any attempt to influence the process of evaluation will lead to rejection of bid.

15. **Evaluation and Comparison of Bid:** Upon technical and commercial compliance with requirements the Purchaser will award the Contract to the Bidder who has offered the lowest evaluated bid in each item. In evaluating the bid, the Purchaser will determine for each proposal the evaluated Bid by adjusting the Bid by making any correction for any arithmetic errors as follows:

- a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b. if a Bidder refuses to accept the correction, his Bid will be rejected.
- c. Conditional, incomplete bid or bid without Bid Security shall not be accepted; Bids received after the closing date and time will also be rejected.

16. **Purchaser's Right to Accept Any Bid and to Reject any or all Bids:** The Purchaser reserves the right to accept or reject any Bid, and to cancel the process of competition and reject all Bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's decision while complying with PPR-2004.

17. **Purchaser's Right to order Quantities:** The Purchaser, reserves the right to order quantities of supplies as per their requirement.

18. **Notification of Award and Signing of Contract:** Results of evaluation would be known in a reasonable time; Bidders are instructed not to approach the Purchaser after opening of Bids until the finalization of award. The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. This letter will state the sum that the Purchaser will pay the Bidder in consideration of the supply of Computer Equipment Items by the Bidder as prescribed by the Contract. The written notification of award will constitute the formation of the Contract.

19. **Performance Security:** Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser or the bid security shall be retained till satisfactory delivery of supplies during contract period.

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Section-III
Bill of Quantities

S.No.	Description	Qty	Rate/Unit (Rs)	Total (Rs)
1.	Computer as per below specifications			
2.	Laptop as per below specifications			
3.	Printer as per below specifications			
4.	Scanner as per below specifications			
5.	Photocopy Machine			
6.	APC UPS, 650-val Line Interactive Internal 12v-12 amp with 180 amp Osaka Battery			
7.	UPS for Server Room 6KVA (VERTIV or equivalent): UPS ITA2 6KVA/6KW PF=1 Long Backup, 3 x External Battery Cabinet, 48 x 7AH x 12V Sealed Maintenance Free. VRLA Battery (30+minutes backup), 3 x Power Kit 1 for UPS Battery Bank Installation.)			

S#	Item	Component	Option-I (Expert users)	Option-II (End users)
		Quantity per option		
1	Desktop PCs	Casing:	Desktop	Desktop
		processor	10 TH Generation Core i5	Core i5 10th Generation
		RAM	16GB	16GB
		Display:	19" LED	19" LED
		Storage:	SSD 256GB	SSD 256GB
			HDD 1 TB	Nil
		Keyboard and mouse:	Branded	Branded
		Network:	LAN & Wireless	LAN
		OS:	Licensed Windows 11	Windows 10 Pro pre-installed
MS office:	MS Office pro 2016 or higher pre-installed	MS Office pro 2010 or higher pre-installed		
Warranty:	3 years (parts & labor). Excluding Burnt/broken/dead/without packing.	One Year (parts & labor). Excluding Burnt/broken/dead/without packing.		

S#	Item	Component	Option-I (Expert users)	Option-II (End users)
		Quantity per option		
2	Laptops	Processor	12 TH Generation Core i7	Core i5 10th Generation
		RAM	32GB	16GB
		Display:	15.6" LED	19" LED
		Storage:	M.2 SSD 256GB	SSD 256GB
		Storage:	HDD 1 TB	Nil
		Wireless/LAN	Both	Both
		OS:	Licensed Windows 11	Windows 10 Pro pre-installed
		MS office:	MS Office pro 2016 or higher pre-installed	MS Office pro 2010 or higher pre-installed
		Warranty:	3 years (parts & labor). Excluding Burnt/broken/dead/without packing.	One Year (parts & labor). Excluding Burnt/broken/dead/without packing.

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S#	Item	Component	Required specifications
3	Printer	Type	Laser
		Speed	Up to 40 ppm (default) ; Up to 42 ppm (HP High Speed)
		Resolution	Fine Lines (1200 x 1200 dpi)
		Monthly Duty Cycle	Up to 80,000 pages
		Monthly Page Volume	Monthly Page Volume: 750 to 4000
		Paper Handline inputs	Tray-1: 100-sheet multipurpose, Tray-2: 250-sheet Optional Tray 3: A4; A5; A6; B5 (JIS); B6 (JIS); 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); 10 x 15 cm; Oficio (216 x 340 mm); postcards (JIS single, JIS double);
		Duplex Printing	Automatic, A4; B5; 16K (195 x 270 mm, 184 x 260 mm; 197 x 273 mm); Oficio (216 x 340 mm)
		Wireless Printing	Yes
		Media Size Supported	Tray 1, Tray 2: A4; A5; A6; B5 (JIS); B6 (JIS); 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); 10 x 15 cm; Oficio (216 x 340 mm); postcards (JIS single, JIS double); envelopes (DL, C5, B5);
		Warranty	One year (parts & labor)

S#	Item	Component	Required specifications
4	Scanner	Type	Portable Scanner
		Throughput Speeds (Color)	35_40ppm/70_80ipm color at 300 dpi Duplex
		Imaging Technology	Dual CIS , Grayscale output bit depth is 256 levels (8-bit); color output bit depth is 24 bits (8 x 3)
		Paper Thickness and Weight	Minimum 27 For Thin Documents like Bank Deposit slips & Maximum 430 g/m ² For Thick documents like Hard Card educational certificate (7.2-160 lb. cover stock). ID card thickness: up to 1.4 mm
		Paper path	Straight Paper Path.
		Daily duty Cycle	3800_4800 pages per day.
		Document Feeding Capacity	Up to 75 sheets of 80 g/m ² (20 lb.) paper. Handles small documents such as A8, ID cards, embossed hard cards, and insurance cards (portrait and landscape orientations)
		Warranty	Three years with parts and labor

Handwritten signature and date:
 2/20/02

5. Specifications for Photocopier (Heavy duty)

Component/Parameter	Required specification
Printing Pages/Minute:	40PPM Single side, 30PPM double side
Monthly duty Cycle:	200,000
Resolution:	1800X1600,
Processor:	1.2 Ghz,
RAM:	2GB,
HDD:	200 GB,
Touch Screen:	yes,
Scan, Store, and print:	yes, Both side scanning with single pass.
DADF:	Single pass DADF-1
Tonner Type:	Drum
Toner Yield:	More than 40,000 pages
Warranty	Three years with parts and labour

6	APC UPS	VA	650
		Volts	230
		AMP	12
		Warranty	Three year with parts
7	UPS for long backup	Power rating	6KVA
		Input Voltage	230V AC
		Output Voltage	220 / 230 (default) / 240 VAC; (user configurable)
		Efficiency	Up to 94%
		Wiring	Hardwired
		Server Load	04 servers
		Warranty	Standard warranty, Replacement warrant in case of tripping on given load.

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Schedule of Delivery

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

Sr. #	Description	Qty.	Required Delivery Schedule from the Date of supplier order	Location
1	Items mentioned in every supplier order.	As per supplier order.	30 days	Federal Employees Benevolent & Group Insurance Fund, BF Building, Shahrah-e-Shuhrwady, Zero Point, Islamabad and Regional Offices at Lahore & Karachi at their own cost.

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Section – IV Evaluation Criteria

Subject to preliminary examination (Section-I & II) of the bidders/bids to determine their responsiveness to the eligibility criteria specified in this bidding document the Evaluation Criteria for the subject procurement shall be based on mandatory compliance of the Specifications and Commercial requirements subject to Lowest item-wise Evaluated Cost as explained below:-

Lowest item-wise Evaluated Cost: Bids of technically qualified bidder(s) may be evaluated for each and every item separately to determine the lowest evaluated Bid without compromising the specifications required.

Section –V Sample Forms

Notes on the Sample Forms:

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

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

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

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

Bid Form
(On firm's letterhead)

Date: _____

Director (Admn)

Federal Employees Benevolent & Group Insurance Fund,
BF Building, Shahrah-e-Shuhrwady, Zero Point,
Islamabad.

Dear Sir:

Having examine the entire contents of bidding documents we offer to execute the Contract for **"Supply of Computer Equipment Items"** 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 equal to **10% of bid 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	Unit Cost in figures (Inclusive of all taxes and delivery charges)	Amount in Words
1	2	3	4	5

Note:

1. Successful bidders shall provide free of cost replacement of defective supplies.
2. In case of discrepancy between unit price in figures and words, amount shown in column 5 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 reference	Bidder Assessment (Y/N)	Reference in Bid	SBP Assessment (Y/N)
Company profile		Manufacturer/ Principal/Supplier		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					
Minimum experience in manufacturing / supplies/ business.		Minimum of five years of experience in the relevant field.		Certificate of Registration of firm with any proof of being in this business for at least 5 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 (items in this tender supplied to any other FG Government department) assignments along-with verifiable 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 support documents

Performance Security Form
(Bank Guarantee)

To:

Director (Admn)

Federal Employees Benevolent & Group Insurance Fund,
BF Building, Shahrah-e-Shuhrwady, Zero Point,
Islamabad.

WHEREAS [name of Supplier] (hereinafter called —the Supplier||) has undertaken, in pursuance of Contract No. [reference number of the contract] dated [redacted] 2024 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 [redacted] day of [redacted] 2024.

Signature and seal of the Guarantors

[name of bank]

[address]

Contract Agreement Form
CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2024 ____ between Federal Employees Benevolent & Group Insurance Fund (FEB&GIF) (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 (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 Goods 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 and after obtaining the satisfactory certificate of the Admin wing of the purchaser.
- 6.2 Payments shall be made promptly by the Purchaser after submission of an invoice or claim by the Supplier.
- 7. Taxes:** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract
- 8. Price Adjustment:** Prices charged by the Supplier for Job delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC
- 9. Change Orders:**
- 9.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- a. quantities, or specifications;
 - b. the place of delivery; and/or
- 9.2 If any such change causes 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 goods, 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 Goods: 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 FEB&GIF 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 Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract; or
- (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 PPRA, 2004, 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 Supplier 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, Federal Employees Benevolent & Group Insurance Fund, BF Building, Shahrah-e-Shuhrwady, Zero Point, 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% of bid price in shape of Bank Guarantee is to be provided. In case of non-submission of performance security, the bid money shall be retained till satisfactory supplies of material during the contract period.

4. Payment (GCC Clause 6)

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

5. Warranty (GCC Clause 11)

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

6. Liquidated Damages (GCC Clause 14)

Subject to Clause 14 herein, if the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.07 percent of the supply order for each day of delay until actual delivery or performance, up to a maximum deduction of Rs. 50,000/-. Once the maximum is reached, the purchaser may consider termination of the contract.

