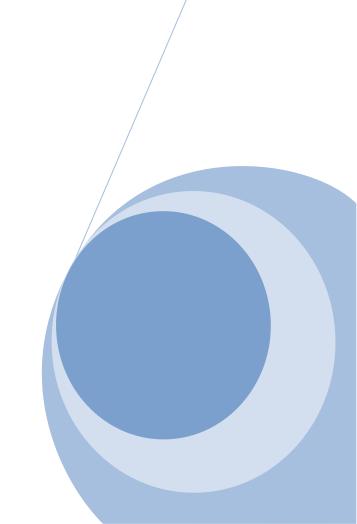


Federal Employees Benevolent & Group Insurance Fund, BF Building, Shahrah-e-Shuhrwady, Zero Point, Islamabad.



Preface

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

Document comprises of the Sections listed below:

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

Section III Specification & Schedule of Delivery

Section IV Evaluation Criteria
Section V Sample Forms
a. Bid Form

b. Price Schedule Form

c. Commercial Compliance / Bidder's Capacity Assessment Form

d. Performance Security Forme. Contract Agreement Form

Section VI General Conditions Contract
Section VII Special Conditions of Contract

Section – I Invitation for Bids (IFB)

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

24th May, 2021

TENDER NOTICE

Federal Employees Benevolent & Group Insurance Fund (FEB&GIF) invites sealed bids from experienced well reputed bidders/suppliers those having NTN/Sales tax registered firms and also included in the Active Taxpayer List (ATL) of FBR for the timely Supply of "Office Furniture" during financial year 2020-21. Preference will be given to original manufacturer of the furniture item given in the tender.

- 1. Bidding will be conducted under National Competitive Bidding pursuant to Single stage single envelope procedures' as per Rule 36(a) of Public Procurement Rules 2004 and is open to all eligible bidders as defined in the Public Procurement Rules 2004.
- 2. Bids must be accompanied by a bid security of not less than Rs.20,000/- (2% of estimated procurement of Rs.1,000,000/-) in the shape/form of pay order/bank draft in favour 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 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 non responsive.
- 7. Bidders should be financially sound, have proper office, telephone number and fax number in Islamabad.
- 8. Late bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will also be rejected.
- 9. Every bidder will deliver Office Furniture Items etc to all the desired stations of FEB&GIF (Islamabad, Lahore & Karachi) at his own cost as per specifications mentioned in the bidding document.
- 10. FEB&GIF have right to reject any/all bids without giving any reason.

Sealed envelopes containing bids clearly bearing the Invitation for Bids (IFB) number and title of the bid, must be delivered to the address given below on or before **1100 am, Monday 24**th **May, 2021.** Bids will be opened at **1130 am** on the same day in the presence of bidders' representatives (who may like to attend) at the Committee Room 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 2156 Fax: 92-51-925 2354

Section II- Instructions to Bidders (ITB)

- 1. **Scope of Procurement:** The General Administration Section invites Bids for **"Supply of Office Furniture"** 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/manufacturers duly registered with tax authorities are eligible to participate only if they also:
 - 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
 - c. Submit only one bid, either individually, or as a partner in a joint venture. All Bid submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.
 - d. Enclose attested copy of valid Service Contracts (proof of experience) for last five years, providing similar Office Furniture to Government departments, Autonomous/Semi-Autonomous bodies, organizations of comparable scale and stature.
- 3. **Qualification of the Bidder/Supplier:** To qualify for award of the Contract, a bidder 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
- v. Documentary Evidence of Similar Supplies and Experience
- vi. Brochures (if any) of the items to be supplied
- 6. **Bids**: Prices shall be quoted entirely in Pak Rupees inclusive of all applicable taxes. The Bidder shall fill in the rate and prices for the required items, described in this document. All duties, taxes and other levies payable by the bidder shall be included in the rates, prices, and total bid submitted by the bidder. Cost for carriage/delivery shall be included in the rates while quoting final rate.

7. **Bid Validity and Security**

- A bid security will be required. The amount of bid security required is two per cent (2%) of the Total Bid Price. In case of a Bidder submitting an original bid and an alternative bid, the bid security will be two per cent (2%) of the Total Bid Price of the higher bid. This bid security is to be submitted in the form of Bank Guarantee or Demand Draft or Pay Order in favour of Purchaser. The Bid security shall be in Pak Rupees & from a scheduled bank in Pakistan.
- The bid validity period shall be Ninety (90) days after the deadline for bid submission. In exceptional circumstances, Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by fax/email). The bid security provided shall also be suitably extended.
- A Bidder granting the request will not be required nor permitted to modify its bid. Bid security must be valid twenty-eight (28) days after the end of the bid validity period. Accordingly, a bid with a bid security that expires before twenty-eight (28) days after the end of the bid validity period shall be rejected as non-responsive.
- Un-successful Bidder's bid security will be discharged/returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid security validity prescribed by the Purchaser.
- The successful Bidder will be required to keep his bid security valid till the agreement is signed with the Purchaser for the execution of the project. The bid security may be forfeited; if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
- In the case of successful Bidder, if the Bidder fails to sign the Contract in accordance with relevant clauses of this RFQ, the bid security will be forfeited.
- 8. **Language of the Bid**: All documents relating to the Bid and contract shall be in the English language.
- 9. **Preparation and Sealing of Bid**: The Bidder shall prepare one original of the documents comprising the Price Bid as described in Clause 5 above, with the Form of Bid, and clearly

marked —Original||. In addition, the Bidder shall also submit one copy which shall be clearly marked as —COPY||. In the event of discrepancy between them the original shall prevail. The original and the copy of the Price Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The envelopes containing Bid should be duly sealed, bearing the IFB number and the subject as "Supply of Office Furniture" shall be addressed to the Purchaser at the address provided above and shall provide a warning not to open before the specified time and date for Bid opening as defined in Invitation to Bid. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

- 10. Place and Deadline for Submission of Bid: The Bid shall be delivered to the Purchaser NO LATER than Monday 24th May, 2021 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.
- 11. **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.
- 12. **Opening of Bid**: The Purchaser will open the Bids, including modifications, in the presence of the Bidders' representatives who choose to attend, at **Monday 24**th **May, 2021 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.
- 13. **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.
- 14. **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.

- 15. **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.
- 16. **Purchaser's Right to order Quantities**: The Purchaser, reserves the right to order quantities of supplies as per their requirement.
- 17. **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 Office Furniture by the Bidder as prescribed by the Contract. The written notification of award will constitute the formation of the Contract.

18. **Performance Guarantee:**

On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee @ 10% of the total Contract Cost of contract, on the Form and in the manner prescribed by the Procuring Agency.

The Bid Security submitted by the successful bidder at the time of submitting its bid shall be returned to the Bidder upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by the FEB & GIF with the Bank of the successful bidder.

Failure to provide a Performance Guarantee by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

Section-III Bill of Quantities

S. No.	Description	Qty	Rate (Rs)	Total (Rs)
1.	Combined Steel Safe cabinet Chest, size: 4'-6"x3'-0"x2'.0" (Height, width, depth), 22 gauge and as per approved design/sample.	4	,	
2.	Three (03) seater sofa, fully leatherite with best quality foam (molty foam or five star) and imported cloth as per approved sample. Inner structure made of best solid wood (kikar wood), best quality as per approved design	1		
3.	Side/Cornor table small as per required size: 1'-10" x 1'-10" x 1'-6" (Length, width, Height) sheesham & best quality ply wood and as per approved sample.	2		
4.	Officer Chair Revolving, high quality back cushioned seat with ply wood frame. Steel star base with polished wooden covering and foam must be molty or five star + leatherite casing. Rounded polished steel arms with shesham wooden covering duly lacquer polished for comfort and style. Gas lift for height adjustment. Perfect back support for long hour seating as per approved sample.	3		
5.	Computer revolving chair with full back, good hydraulic system and as per approved sample.	29		
6.	Computer Table, sheesham & best quality ply wooden table as per required size: 4'-0" x 2'.0" x 2'-6" (Length, width, Height) alongwith and as per approved sample.	13		
7.	Officer Table, sheesham & best quality ply wooden table as per required size: 5'-0" x 3'-0" x 2'-8" (Length, width, Height) alongwith 5mm plain glass and as per approved sample.	2		
8.	Staff Table, sheesham & best quality ply wooden table as per required size: 4'-6" x 2'-6" x 2'-8" (Length, width, Height) alongwith 5mm plain glass and as per approved sample.	4		
9.	Side Racks, best quality Ply Wooden racks as per required Size: 2'-6"x1'-4"x2'-6" (Length, width, Height) and as per approved sample	4		
10.	Visitor Chairs, fully leatherite with best quality foam (molty foam or five star) and imported leather as per approved sample. Inner structure made of solid wood (sheesham wood), best quality as per approved design.	21		
11.	Center table as per required size: 4'-0" x 2'-0" x 1'-6" (Length, width, Height) Sheesham & best quality Ply Wood with 10mm plain glass including Lacer polish alongwith and as per approved sample	2		
12.	Officer Cane Chair, structure made of solid wood (sheesham) best quality including Lacer polish. Gas lift for height adjustment. Perfect back support for long hour seating as per approved sample.	3		
13.	Steel Safe cabinet Chest, size: 6'x3'x1-6' (Height, width, depth), 22 gauge with five shelfs as per approved design/sample.	1		
14.	Steel Cabinet with 4 drawers size: 4'-6"x1-6"x 2'-0" (Height, width, depth) (22 gauge) and as per approved sample.	1		
15.	Steel Cabinet Small 2 drawers size: 2'-6"x1-6"x 1'-6" (Height, width, depth) (22 gauge) and as per approved sample.	1		
16.	Table Tapai set sheesham wood as per approved sample	1		
17.	Coat Cum Towel Stand as per approved sample	1		
18.	Foot Rest standard size	4		
19.	Wooden Stool standard size	1		
20.	Table Glass (5'-0" X 3'-0") 5mm thick Table Glass 4'-6" x 2'-6" 5mm thick	2		
21.	TADIE GIASS 4-0 X Z-0 DITITI UTICK	8		<u> </u>

Note1: Supplier must have physical local Support office in Islamabad/Rawalpindi for support services

Note2: In case of non-compliance of above specification, bid shall be subject to rejection.

Note3: Purchaser reserves the right to increase/decrease quantities of above mentioned items.

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.	15 working days	Federal Employees Benevolent & Group Insurance Fund, BF Building, Shahrah-e-Shuhrwady, Zero Point, Islamabad and Regional Offices at Lahore & Karachi

Penalties for Late deliveries of supplies: The hardware supplies shall be delivered in accordance with the Purchase Orders to be issued by the FEB&GIF. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as Per Purchase Order	Total delivery Period	
Without penalty	15 days	15 days	
With penalty@ 1% per day after 15 days of issuance of Purchase Order upto maximum of 10% of the total contract value	10 days	25 days	
Cancelation of Purchase order and Imposing of fine of processing fee to be determined by FEB & GIF OR blacklisting of firm after giving a hearing notice.	After 30) days	

Section - IV Evaluation Criteria

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

Section –V Sample Forms

Notes on the Sample Forms:

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

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

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

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

Bid Form

(On firm's letterhead)

Date:
Assistant 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 Office Furniture" 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 Bidde	r:	& Dat	te:			
Description	Eligibility / Qualificatio n Parameter	Documer	nt for	Bidder Assessment (Y/N)	Reference in Bid	SBP Assessment (Y/N)
Company profi	le	Manufact	curer/ Pr	incipal/Supplier	Letter of OEM	d Authorization / other proof of ishment, as
Distributor					1 - 1-1	
Market Retaile	r					
Direct or indire	ct authorized a	gent of the	e Manuf	acturer/distribut	er	
Minimum e manufacturing business.	•	in Minim s/ experi		five years the relevant field.	. of firm wit	of Incorporation th any proof of s business for at s
Similar supply	and installatio	at leas the las installa	st 3 sim st 3 years ation an	crack of complet ilar assignments s involving suppli ad support servious le scale.	in assignment es, copies of	: of 3 similar s along-with Purchase/ Work
Verifiable pres service setup trained staff		rt Location y Islama		f presence	presence	for location of and detail of personal with number is
Assignments in	Hand (Curren	t)				
Affidavit (that the firm h blacklisted by p Semi Govt. ar Body)	orivate, Govt., nd Autonomou					
Other than orig	ginal manufactu					
GST No.				e (if applicable)		Γ Registration
NTN		NTN C	ertificate	e	Copy of NTI	N Certificate
Experience of S	upply and Inst	tallation				
S. No	Description		Name , Purcha	/ Contact Details ser	of Cost	Date

Attached support documents

Performance Security Form

(Bank Guarantee)
To:
Assistant 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 2021 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 or 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 of2021.
Signature and seal of the Guarantors

[name of bank]

[address]

Contract Agreement Form CONTRACT AGREEMENT

Benevolent & Group Insurance	ce Fund (FEB&GIF) (here	inafter called	_ between Federal Employees I — the Purchaser) of the one <i>er]</i> (hereinafter called — the
	ted a bid by the Supplier	for the supp	cillary services, viz., [Title of ly of those goods and services lled —the Contract Price).
NOW THIS AGREEMENT WITH	NESSETH AS FOLLOWS:		
1. In this Agreement verspectively assigned to then			the same meanings as are ed to.
this Agreement, viz.: i. General Condi ii. Special Condit iii. Appendices; Appendix1: Appendix2: Appendix3:	tions of Contract; ions of Contract; Specifications / Require	ments rm & Price	read and construed as part of Schedule submitted by the
hereinafter mentioned, the S	Supplier hereby covenant	ts with the P	Purchaser to the Supplier as urchaser to provide the goods espects with the provisions of
the goods and services and t	the remedying of defects le under the provisions	s therein, the	nsideration of the provision of e Contract Price or such other ract at the times and in the
IN WITNESS whereof the paccordance with their respec			greement to be executed in written.
Signed, sealed, delivered by t	the (for the Purchaser)		
Witness 1:		Witnes	s 2:
Signed, sealed, delivered by t Witness 1:	the (for the Supplier)	Witnes	ss 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
- **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.
 - 6.2 Payments shall be made promptly by the Purchaser, but in no case later than fifteen (15) days after submission of an invoice or claim by the Supplier.
- **7. Taxes:** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract
- **8. Price Adjustment**: Prices charged by the Supplier for Job delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC

9. Change Orders:

- 9.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- a. quantities, or specifications;
- b. the place of delivery; and/or
- 9.2 If any such change causes in increase or decrease in the cost of, or the time required for, the Supplier performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier receipt of the Purchaser's change order.
- **10. Amendment:** Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties
- **11. Warranty:** As specified in the Clause 6 of SCC.

12. Inspections & Tests:

12.1 The Purchaser or its representative shall have the right to inspect and/or to test the quality of the 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 he 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.

Specifications and Quantity

S. No.	Description	Qty
1.	Officer Chair Revolving, high quality back cushioned seat with ply wood frame. Steel star base with polished wooden covering and foam must be molty or five star + leatherite casing. Rounded polished steel arms with shesham wooden covering duly lacquer polished for comfort and style. Gas lift for height adjustment. Perfect back support for long hour seating as per approved sample.	2
2.	Computer revolving chair with full back, good hydraulic system and as per approved sample.	19
3.	Computer Table, sheesham & best quality ply wooden table as per required size: 4'-0" x 2'.0" x 2'-6" (Length, width, Height) and as per approved sample.	7
4.	Staff Table, sheesham & best quality ply wooden table as per required size: 4'-6" x 2'-6" x 2'-8" (Length, width, Height) alongwith 5mm plain glass and as per approved sample.	5
5.	Side Racks, best quality Ply Wooden racks as per required Size: 2'-6"x1'-4"x2'-6" (Length, width, Height) and as per approved sample	2
6.	Visitor Chairs, fully leatherite with best quality foam (molty foam or five star) and imported leather as per approved sample. Inner structure made of solid wood (sheesham wood), best quality as per approved design.	15
7.	Center table as per required size: 4'-0" x 2'-0" x 1'-6" (Length, width, Height) Sheesham & best quality Ply Wood with 5mm plain glass including Lacer polish and as per approved sample	1
8.	Officer Cane Chair, structure made of solid wood (sheesham) best quality including Lacer polish. Gas lift for height adjustment. Perfect back support for long hour seating as per approved sample.	2
9.	Steel Cabinet Small 2 drawers size: 2'-6"x1-6"x 1'-6" (Height, width, depth) (22 gauge) and as per approved sample	1
10.	Coat Cum Towel Stand as per approved sample	1
11.	Foot Rest standard size	2
12.	Table Glass (5'-0" X 3'-0") 5mm thick	2
13.	Table Glass 4'-6" x 2'-6" 5mm thick	3