

Bidding Document

Procurement of Office Stationery (NSER)

National Competitive Bidding



Nurturing Women Empowerment

**BENAZIR INCOME SUPPORT PROGRAMME
GOVERNMENT OF PAKISTAN**

October, 2020

INVITATION TO BIDS
BENAZIR INCOME SUPPORT PROGRAMME
PROCUREMENT OF OFFICE STATIONERY (NSER)

ITB # 05(50)/BISP/Admin/2020

Benazir Income Support Program (BISP) hereby invites sealed bids from the original manufacturers / authorized dealers / wholesalers or reputed stationers / firms duly registered with Income Tax & Sales Tax Department and are on Active Taxpayers List (ATL) of FBR for supply of “**Office Stationery**” for NSER Wing to BISP Headquarter at Islamabad for the Fiscal Year 2020-21, under Public Procurement Rules 2004.

2. Interested eligible bidders may obtain a complete set of bidding documents containing list of required items with specifications and detailed terms & conditions, free of cost from **BISP (www.bisp.gov.pk)** and **PPRA (www.ppra.org.pk)** websites or from Room No. 232, Benazir Income Support Program, F-Block, Pak Secretariat, Islamabad.

3. Single stage-one envelope procedure shall apply. Sealed bids supported by bid security (2%), earmarked in the bidding document, in the shape of pay order/demand draft/call deposit in the name of Additional Director General (Procurement), BISP should reach the Benazir Income Support Program, F-Block, Pak. Secretariat, Islamabad on/or before **11:00 AM** by **16th November, 2020**. Sealed bids will be opened on the same date at **11:35 AM** in the presence of the bidders or their authorized representatives, who may choose to be present.

4. Pre-bid meeting will be held on **November 5th 2020 at 11:00 AM** at Conference Room, 2nd floor, Benazir Income Support Program, F-Block, Pak. Secretariat, Islamabad.

5. The bidders are requested to provide most competitive rates inclusive of all taxes, freight etc. as no negotiations on the rates are allowed. BISP may reject all bids at any time prior to the acceptance of a bid by invoking Rule # 33 of Public Procurement Rule (PPR), 2004.

Additional Director General (Procurement)
Benazir Income Support Program,
F-Block, Pak. Secretariat, Islamabad.
Tel: 051-9246420, 051-9246326, 0800-26477

BIDDING DOCUMENTS

For

NATIONAL COMPETITIVE BIDDING Procurement of Office Stationery (NSER)

Part One

- Invitation to bid;
- instructions to bidders;
- Bid Data Sheet (BDS)
- Schedule of Requirements and Technical Specifications
- Bid Form
- Price Schedule
- Form of Contract
- Form of Performance Security
- Integrity Pact

Part Two

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)

**Benazir Income Support Program
Government of Pakistan**

October, 2020

Part One - Section I.
Instructions to Bidders

Instructions to Bidders

A. Introduction

- | | |
|----------------------------|---|
| 1. Source of Funds | 1.1 Government of Pakistan. |
| 2. Eligible Bidders | 2.1 This Invitation to Bids is open to all eligible suppliers, except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1. |
| 3. Cost of Bidding | 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. The Bidding Documents

- | | |
|--|--|
| 4. Content of Bidding Documents | 4.1 The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include: <ul style="list-style-type: none">• Invitation to bid;• instructions to bidders;• Bid Data Sheet (BDS)• Schedule of Requirements and Technical Specifications;• Qualification criteria;• Bid evaluation criteria;• Delivery time or completion schedule;• Form of Bid;• Price Schedule; |
|--|--|

- Form of Contract;
- Form of Performance Security;
- Integrity Pact;
- General conditions of contract;
- Special conditions of contract;

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

5. Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in ITB Clause 17.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be communicated to prospective bidders through website (www.bisp.gov.pk) of the Procuring Agency.

6. Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 6.2 All bidders that have obtained the bidding documents will be notified of the amendment through website (www.bisp.gov.pk) of the Procuring Agency which will be binding on them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

7. Language of Bid

7.1 The bid prepared by Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided

they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case for purposes of interpretation of the Bid, the translation shall govern.

**8. Documents
Comprising
the Bid**

8.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and

(b) Bid security furnished in accordance with ITB Clause 13.

9. Bid Form

9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices.

10. Bid Prices

10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

10.2 Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) prices i.e. prices inclusive of all applicable indirect taxes (GST), freight (transportation) charges, insurances & warranties if any, etc. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

10.3 The term DDP (Delivered Duty Paid), shall be governed by the rules prescribed in the current edition of *Inco terms* published by the International Chamber of Commerce.

10.4 The Bidder's separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

10.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

11. Bid Currencies

11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

12. Documents Establishing Bidder's Eligibility and Qualification

12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) The Bidder meets the qualification criteria listed in the Bid Data Sheet.

13. Bid Security

13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) Call-deposit / demand draft or pay order in name of the Purchaser given under ITB clause 3.1 of Bid Data Sheet.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidder's bid security shall be discharged or returned by the Procurement Wing soon after announcement of Bid Evaluation Report (BER) and within 15 days from the date of opening of financial bid. After that the bid securities shall be released by the Finance and Accounts Wing. The Bid security shall be released subject to submission of an authority letter duly signed / issued by the official who signed Bid Document.

13.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with ITB Clause 30 or fails to provide performance security.

**14. Period of
Validity of
Bids**

14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**15. Format and
Signing of Bid**

15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

15.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/stamped by authorized person.

D. Submission of Bids

**16. Sealing and
Marking of
Bids**

16.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

16.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN"

BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.

16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

17. Deadline for Submission of Bids

17.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing minutes of pre-bid meeting hoisted on website (www.bisp.gov.pk) of Procuring Agency.

19.2 Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of Minutes of pre-bid meeting hoisted on website (www.bisp.gov.pk) of Procuring Agency.

19.3 Bidder may modify or withdraw its bid after the bid’s submission, provided that modification, including substitution or withdrawal of the bids, is received by the Purchaser or hosted at its website (www.bisp.gov.pk) prior to the deadline prescribed for submission of bids.

19.4 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy,

postmarked no later than the deadline for submission of bids.

19.5 No bid may be modified after the deadline for submission of bids.

19.6 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

E. Opening and Evaluation of Bids

20. Opening of Bids by the Purchaser

20.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an "Attendance Sheet" evidencing their attendance.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20.4 The Purchaser will prepare minutes of the bid opening.

21. Clarification of Bids

21.1 During evaluation of the bids, the Purchaser may at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered, or permitted.

21.2 Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the ITB / BDS or raise its enquiries during the pre-bid meeting. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to

the deadline for submission of bids within a period specified in the ITB / BDS. The Purchaser shall hoist the clarification / minute of meeting at its website (www.bisp.gov.pk).

22. Preliminary Examination

22.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Evaluation and Comparison of Bids

23.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The Purchaser's evaluation of a bid, further elaborated under Bid Data Sheet, will be on Delivered Duty Paid (DDP) prices i.e.

prices inclusive of all applicable indirect taxes, freight (transportation) charges, insurances & warranties if any, etc., and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

- 24. Contacting the Purchaser**
- 24.1 Subject to ITB Clause 21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 24.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 25. Qualification**
- 25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.

- 26. Award Criteria**
- 26.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

- 27. Purchaser's Right to Vary Quantities at Time of Award**
- 27.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

- 28. Purchaser's Right to Accept any Bid and to Reject any or All Bids**
- 28.1 Pursuant to Public Procurement Rule No. 33 of 2004, the Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Purchaser will inform the affected Bidder or bidders of the grounds for the Purchaser's action, if so requested, but the Purchaser shall not be required to justify the grounds.

29. Notification of Award

- 29.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.
- 29.3 The Purchaser shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.

30. Signing of Contract

- 30.1 The bidder whose bid has been accepted will be sent a notification of award by the Purchaser prior to expiration of Bid Validity Period. At the same time the Purchaser notifies the successful Bidder that its bid has been accepted and asked the bidder to authorize the representative of the bidder for signing of the Contract.
- 30.2 Within 15 days of receipt of the notification of award, the successful Bidder and the Purchaser shall sign the contract.

31. Corrupt or Fraudulent Practices

- 31.1 The Purchaser observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - “corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in

question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BISP financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a BISP financed contract.

Section II.
Bid Data Sheet

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB): Section I. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
ITB 1.1	Name of Contract & ITB No.	Purchase of Stationery & Misc. Store Items NCB No. 05(50)/BISP/Admin/2020
ITB 3.1	Name of Purchaser	Benazir Income Support Program
ITB 3.1	Purchaser's Address	F-Block, Pak. Secretariat, Islamabad.

B. The Bidding Document		
ITB 7.1	Language of the Bid	English

C. Preparation of Bids		
ITB 10.2	Quoted price shall be	Delivered Duty Paid (DDP) in Pak Rupees i.e. prices inclusive of all applicable indirect taxes (GST), freight (transportation) charges, insurances & warranties if any, etc.
ITB 10.5	The rates / price shall be	Fixed and must include the Income Tax & General Sales Tax (GST) and duties, where applicable as per law. If taxes not mentioned, the offered/quoted price(s) will be considered as inclusive of all taxes/duties, transportation charges, insurances & warranties, if any.
ITB 12.1	Qualification requirements.	<ol style="list-style-type: none"> 1. The bidder shall submit National (NTN) and Sales Tax Numbers' Registration Certificates (STRN). The bidder shall be on Active Taxpayer List (ATL) of FBR. 2. An affidavit on judicial stamp paper of PKR. 100/-, duly named, signed and stamped by the signing authority/person having the power of attorney to sign, to the effect that bidder has not been blacklisted by any of the Federal/Provincial Government Department/Organization. 3. Bid Security as mentioned at ITB Clause 13.1 is furnished from any scheduled bank of Pakistan. 4. Must possess shop / office or display center.
ITB 13.1	Amount of bid security	The bid security shall be 2% of total bid amount.
ITB 13.3	Form of Bid Security	<ol style="list-style-type: none"> (i) In the shape of pay order / demand draft or call deposit in the name of Additional Director General (Procurement), BISP. (ii) The bids found deficient of the Bid Security amount shall not be considered. (iii) No Bank Cheques shall be acceptable. (iv) Any previous bid security shall not be considered or carried forward.
ITB 14.1	Bid validity period.	Bids shall remain valid for 120 business days.
ITB 15.1	Number of copies.	One original & one additional copy.

D. Submission of Bids		
ITB 17.1	Address for bid submission.	Additional Director General (Procurement), Benazir Income Support Program, F-Block, Pak. Secretariat, Islamabad.
ITB 17.1	Deadline for bid submission.	16th November, 2020 at 11:00 AM. Room # 232, Benazir Income Support Program, F-Block, Pak. Secretariat, Islamabad.

E. Opening and Evaluation of Bids		
ITB 20.1	Time, date, and place for bid opening.	16th November, 2020 at 11:35 AM at Benazir Income Support Program, F-Block, Pak. Secretariat, Islamabad.
ITB 21.1	Pre-Bid Meeting	5th November, 2020 at 11:00 AM at Conference Room, 2 nd floor, Benazir Income Support Program, F-Block, Pak. Secretariat, Islamabad.
ITB 23.2	Criteria for bid evaluation.	<p>(i) Rates shall be delivered duty paid (DDP), inclusive of all applicable taxes, transportation cost, insurances & warranties, if any.</p> <p>(ii) The Bidder has to quote only one rate for each item as per required specification (Alternate bid shall not be accepted).</p> <p>(iii) The bidder must have at least three years working experience of supplying miscellaneous goods / items in various government / private organizations.</p> <p>(iv) Bidder must have successfully completed at-least two (02) contracts of supplying miscellaneous goods / items in various government / private organizations during last two (02) years.</p> <p>(v) Combined turnover of last two years shall not be less than PKR two (02) million.</p> <p><i>(Documentary evidence must be required of points i.e. purchase order / work order / supply order / contract agreement etc as proof for evaluation. firm / company / organization shall not be prequalified if it is blacklisted or any type of complaint (proof) received by its former organization).</i></p>

Part One - Section III

Schedule of Requirements and Technical Specification

Schedule of Requirements & Technical Specification

The successful bidder shall be liable to supply following requisite items within seven (07) business days starting from the date of signing of the Contract, at Benazir Income Support Programme, BISP Head Quarter, F-block, Pak Secretariat, Islamabad, at their own expenses:-

Stationery Items (Best Quality)				
Sr.	Items	Specifications	Unit	Quantity
1.	Notebook	A4 (half), Spiral Binded, 80 Grams (50 pages)	Pcs	40,338/-
2.	Ball Point (Click Type)	Signature or equivalent	Pcs	40,338/-
3.	Pencil (HB 2 ½)	Dollar or equivalent	Pcs	40,338/-
4.	Pencil Sharpener	Dux / Oro or equivalent	Pcs	40,338/-
5.	Eraser (Rubber)	Dux / Oro or equivalent	Pcs	40,338/-
6.	Permanent Markers (Blue)	Mercury / Dollar or equivalent	Pcs	20,169/-
7.	Permanent Markers (Black)	Mercury / Dollar or equivalent	Pcs	20,169/-
8.	Thumb Pad (Blue)	Best quality	Pcs	40,338/-
9.	Flip Chart Sheets (80gms Paper)	35 inch x 2 inch	Pcs	40,338/-

Part One - Section IV
Standard Forms

1. Bid Form

Date: _____

ITB NO: _____

To: [Benazir Income Support Program (BISP),
BISP Headquarter, F – Block,
Pak. Secretariat, Islamabad,
Government of Pakistan]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos., if issued any, *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents and on the unit rates quoted in our “Price Schedule”, attached hereto, if stand lowest, till (*bid opening date*).

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule which shall be specified in the respective “Supply Orders” that shall be issued by BISP from time to time having therein the requisite items, quantities, delivery schedule & rate of liquidated damages against late deliveries.

If our Bid is accepted, we hereby agree to provide a performance security in the form, in the amount, and within the time specified in the bidding documents.

We also agree to abide by this **Bid for a period of 120 days** from the date fixed for Bid opening under Clause 20 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and quoted rates shall remain valid till the expiry of the contract, if we stand as lowest evaluated responsive bidder.

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.

Dated this _____ day of _____ 2020.

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Price Schedule in Pak. Rupees

Name of Bidder _____, ITB Number _____, Page of ____.

S.No	Item Description	Unit	Unit Rate without Taxes (PKR)	Unit Rate (PKR) with (I.Tax & GST)
1		Pcs/Pkt		

Name of Bidder / Firm:

Signature _____

Date: _____

Seal:

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between **Benazir Income Support Program (BISP)**, Government of Pakistan, having its principal place of business at BISP Headquarter, F-Block, Pak. Secretariat, Islamabad, (hereinafter referred to as the “BISP”, which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees of the one part)

And

(Name of the Firm), a firm duly registered, having its head office at (complete address) (hereinafter referred to as “Supplier”, which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees of the other part):

WHEREAS the Purchaser invited rates for Purchase of Stationery & Misc. Store Items and has accepted the following Items unit rates by the Supplier for the supply of items which shall be asked for through “Purchase / Supply Orders” having therein the requisite items, quantities, delivery schedule & rate of liquidated damages against late deliveries, and shall be issued from time to time.

S.No	Item with brand name	Unit Rate inclusive of all Taxes (PKR)
1.		
2.		
3.		
4.		

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.:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The Schedule of Requirements;
 - d) Technical Specification;
 - e) Price Schedule;
 - f) The Integrity Pact;
 - g) Form of Performance Security;
 - h) The Purchaser’s Notification of Award; and,
 - i) The Bid Form and the Price Schedule submitted by the Bidder.
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 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 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.

PARTIES

For and on behalf of '**Purchaser/BISP**'

For and on behalf of '**SUPPLIER**'/

Name:
Designation:
CNIC:

Name:
Designation:
CNIC:

WITNESSES

Name:
Designation:
CNIC:

Name:
Designation:
CNIC:

4. Form of Performance Security

To: [Benazir Income Support Program,
F-Block, Pak. Secretariat, Islamabad].

Whereas [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods] (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 scheduled bank for the sum of **5%** of the total contract amount as a 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 guarantees valid until the _____ day of _____, 2020

Signature and Seal of the Guarantors/ Bank

Address Date

5. Form of Integrity Pact

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from BISP or any administrative subdivision or agency thereof or any other entity owned or controlled by BISP through any corrupt business practice.

2. Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from BISP, except that which has been expressly declared pursuant hereto.

3. [name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with BISP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. [name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to BISP under any law, contract or other instrument, be voidable at the option of BISP.

5. Notwithstanding any rights and remedies exercised by BISP in this regard, [name of Supplier] agrees to indemnify BISP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to BISP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from BISP.

Name of Purchaser:

Name of Supplier:

Signature:

Signature:

.....

[Seal]

[Seal]

Part Two

Section I.

General Conditions of Contract

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price which shall be payable to the Supplier under the Contract pursuant to the rates agreed in it, against the “Supply Orders” which shall be issued from time to time, for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means all of the stationery items, equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract against the “Supply Orders” which shall be issued from time to time.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.
 - (h) “The Purchaser’s country” is the country named in SCC.
 - (i) “The Supplier” firm supplying the Goods and Services under this Contract.
 - (j) “BISP” means the Benazir Income Support Program established under the Benazir Income Support Program Act, 2010 (Act No. XVIII of 2010) or its successors, legal, representatives and permitted assignees.
 - (k) “The Project Site,” where applicable, means the place or places named in SCC.

(l) "Day" means working day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract against the "Supply Orders" which shall be issued from time to time, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

4. Inspections and Tests

4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.

4.2 The inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

4.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.

4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

5. Packing

5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the respective "Supply Order". The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to

extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

6. Delivery and Documents

6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms which shall be specified in the Schedule of Requirements of the respective "Supply Order" that shall be issued from time to time.

6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.

7. Transportation

7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

8. Warranty

8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused and of most recent or current models.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

8.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the

Purchaser.

8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

9. Payment

9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.

9.3 Payments shall be made promptly by the Purchaser, thirty (30) days after acceptance of invoice.

9.4 The currency of payment is Pak. Rupees.

10. Prices

10.1 Prices charged by the Supplier for Goods delivered and Services performed 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 or in the Purchaser's request for bid validity extension, as the case may be.

11. Change Orders

11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of packing;

(c) the place of delivery.

11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's 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 thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.

- 12. Contract Amendments** 12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 13. Assignment** 13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
- 14. Performance Security** 14.1 Performance Guarantee: The supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee (**5% of Contract amount**) on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.
- 14.2 Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause 14.1 above.
- 14.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.
- 15. Delays in the Supplier's Performance** 15.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 15.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 15.3 Except as provided under GCC Clause 18, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.
- 16. Liquidated Damages** 16.1 Subject to GCC Clause 18, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the respective "Supply Order" which shall be issued from time to time under this 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 the percentage specified in SCC of the delivered

price of the delayed Goods or unperformed Services 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 17.

17. Termination for Default

17.1 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 respective "Supply Order" which shall be issued from time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15.2; 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 and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

18. Force Majeure

18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Supplier shall not be liable for forfeiture of its bid security,

liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

18.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Resolution of Disputes

19.1 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report in accordance with Public Procurement Rule # 48.

20. Governing Language

20.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 21, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

21. Applicable Law

21.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

22. Notices

22.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.

22.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

23. Taxes and Duties

23.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

Part Two – Section II.
Special Conditions of Contract

Special Conditions of Contract

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 1.1 (g)—**The Purchaser is:** Benazir Income Support Program, F-Block, Pak. Secretariat, Islamabad..

GCC 1.1 (h)—**The Purchaser's country is:** Islamic Republic of Pakistan.

GCC 1.1 (k)—**The Project Site is:** Benazir Income Support Program, F-Block, Pak. Secretariat, Islamabad.

2. Inspections and Tests (GCC Clause 4)

GCC 4.1—**Inspection and tests prior to supply of Goods and at final acceptance are as follows:** The Purchaser or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. In this regard, a “Supply Order” shall be issued from time to time as per needs of BISP having therein Schedule of Requirements & Technical Specifications of the demanded items which shall be provided by the supplier.

3. Packing (GCC Clause 5)

GCC 5.2 – **Packing & accessories:** The bidder shall deliver the supplies as per the “supply Order”, issued from time to time, at the destination in scratch less condition within proper packing with the entire manufacturer supplied accessories the same must be supplied in original packing having seal with ID. Nos. of original respective manufacturer.

4. Warranty (GCC Clause 8)

GCC 8.2—In partial modification of the provisions, the warranty period of the supplied goods, shall be **12 (Twelve) months** from date of acceptance of the supplies. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2.

GCC 8.3 & 8.4—**The period for correction of defects in the warranty period is:**
07 (Seven) days.

5. Payment (GCC Clause 9)

GCC 9.1 & 9.3 —The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

(i) **On Acceptance: Hundred (100)** percent payments of the supplies delivered and received as per the respective “Purchase / Supply Order”, shall be made within thirty (30) working days of submission of Invoice / claim supported by the inspection report / certificate issued by the Procuring Agency.

6. Prices (GCC Clause 10)

GCC 10.1—**Prices shall be:** Fixed.

7. Performance Guarantee (GCC Clause: 14)

The Supplier, within 10 business days of signing of this contract, shall provide to the Purchaser a Performance Security (**5% of Contract Amount**) which shall valid till expiry of warranty period from any scheduled Bank of Pakistan in the shape of Bank Guarantee on the prescribed format as provided in the Bidding Document.

Supplier’s Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with provision mentioned above.

Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract including blacklisting of the supplier.

The Performance Security shall be released upon expiry of the contract including completion of support and after sales services if any.

8. Liquidated Damages (GCC Clause 16)

GCC 16.1—**Applicable rate:** the applicable rate on account of late delivery or unperformed Services including change of defective/sub-standard items, etc., as per the respective “Supply Orders” which shall be issued from time to time, shall be 0.5% per day and up to maximum 10% of the value of respective Supply Order.

9. Termination for Default (GCC Clause17)

If during the currency of the period it is found that supplied items are sub-standard, defective or not genuine or from grey channel, the contract will be cancelled and Security Deposit will be forfeited and the firm will also be blacklisted

9. Resolution of Disputes (GCC Clause 19)

GCC 19.2—**The dispute resolution mechanism to be applied pursuant to GCC Clause 19.2 shall be as follows:**

In the case of a dispute between BISP and the Supplier, the dispute shall be addressed and settled in accordance with the Standard Operating Procedures devised by BISP to this effect besides invoking provision of Public Procurement Rules, 2004 and the relevant laws of the Islamic Republic of Pakistan.

10. Governing Language (GCC Clause 20)

GCC 20.1—**The Governing Language shall be:** English.

11. Notices (GCC Clause 22)

GCC 22.1—**Purchaser’s address for notice purposes:**

Director (Administration)
Benazir Income Support Programme
F-Block, Pak. Secretariat, Islamabad
Tele: 051-9246420, 051-9246326, 0800-26477

—**Supplier’s address for notice purposes:**

