



Government of Pakistan

GOVERNMENT OF PAKISTAN
NAYA PAKISTAN HOUSING & DEVELOPMENT AUTHORITY
7TH Floor, Kohsar Block, New Pak, Secretariat
Telephone: 051-9219067



TENDER NOTICE

1. Naya Pakistan Housing and Development Authority (NAPHDA), Islamabad invites Sealed Offers/Tenders from manufacturers / authorized suppliers for purchase of following items / Accessories / equipment (**Brand New**) as per following details: -

Ser	Tender No.	Nomenclature	Qty	Basis	Collection date of Tender Documents	Submission date of Tender Documents	Date of Opening of Tenders
a.	F.No.5(2)/ Procurement	Computer Equipment	As per Annex	FOR	15 July 2022 to 31 July 2022 (0800-1600) hours and	15 July, 2022 to 31 July, 2022 during office hours and	01 August, 2022 at 11:30 hours
b.	/IT/2022-23	I.T Equipment & Accessories	A&B		01 August 2022 (0800-1100) hours	1 st August, 2022. before 11:00 hours	

2. Tender documents can be obtained from Naya Pakistan Housing and Development Authority (NAPHDA), 7th Floor, Kohsar Block, Pak Secretariat, Islamabad or the vendors may download from NAPHDA Website i.e. www.naphda.gov.pk of above mentioned items (brand new) through written application on any working day along with pay order/demand draft of Rs.1,000/- (Non Refundable) in favour of Naya Pakistan Housing and Development Authority. In case of downloaded tender documents the bidders will also deposit the demand draft/pay order of Rs.1,000/- (Non-Refundable) at the time of submission of bidding documents, otherwise the documents will not be acceptable.

3. Manufacturer's name Model Number and Country of Origin must be clearly indicated in the offer. Product produced under license in county other than country of origin will not be acceptable.

4. Firms who have valid registration of Income Tax (IT) and General Sales Tax (GST) with Federal Board of Revenue (FBR) are eligible to participate in the bidding process.

5. Validity of offers should be upto 30th June, 2023. The offer over written or received late will not be entertained.

6. The tenders will be opened in the presence of representatives of quotee firms.

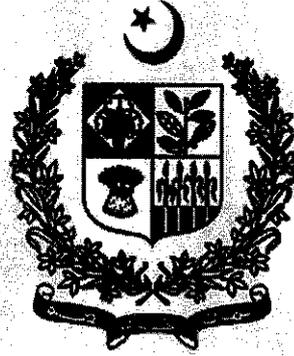
7. In case of closed / forced holidays, tender opening time / date will be considered as the next working day.

8. The procuring agency "may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds."

Note: This tender notice is also available on the website www.naphda.gov.pk.

Nasir Manzoor Malik
Executive Director (Admin)

**TENDER DOCUMENT FOR PROCUREMENT OF COMPUTER EQUIPMENT,
I.T EQUIPMENT AND ACCESSORIES FOR FY-2022-23**



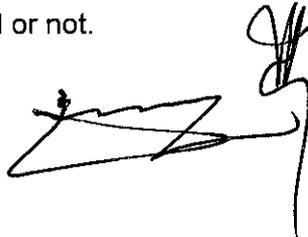
**Naya Pakistan Housing & Development Authority
Government of Pakistan
Islamabad**

Phone No 051-9219067

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TERMS AND CONDITIONS FOR BIDS AND BIDDERS

1. **Tender Identification Number.** F.No.5(2)/Procurement/IT/2022-23
2. **Title.** Naya Pakistan Housing and Development Authority (NAPHDA), Islamabad invites sealed tenders from well reputed firms / companies / vendors having their own offices / IT Centers in Islamabad / Rawalpindi for supply of Computer Equipment and I.T Equipment & Accessories for FY-2022-23.
3. **Procurement Agency.** Naya Pakistan Housing & Development Authority, Government of Pakistan Islamabad.
4. **Submission of Bids:** Naya Pakistan Housing & Development Authority will follow **SINGLE STAGE TWO ENVELOPES** method. The bids shall be submitted in sealed packages in such manner that the contents must be fully enclosed and not visible until duly opened. The amount of the bid shall be in Pak Rupees. **Financial bid may not be incorporated with Technical Bid Specification.**
5. **Contact Persons:** The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:
 - a. **Primary Contact: Mr. Zafar Iqbal**
 - (1) Phone: 051-9219067
 - (2) Email: edadmin@naphda.gov.pk
 - (3) Deputy Executive Director Procurement, 7th Floor, Kohsar Block, Pak Secretariat, Islamabad.
 - b. **Secondary Contact: Mr. Javaid Ali**
 - (1) Email: edadmin@naphda.gov.pk
 - (2) Phone: 051-9219067
6. **Language of Bid:** English
7. **Response Time:** 18 days from the date of publication of advertisement or notice.
8. **Last Date and Time for Submission of Bid.** 01st August, 2022, at 11:00 am.
9. **Bid Opening Date and Time.** 01st August, 2022, at 11:30 am.
10. **Bid Opening Address:** Conference Room, 7th Floor, Kohsar Block, Pak Secretariat, Islamabad.
11. **Bid Validity Period.** The bid validity period shall be for the whole FY-2022-23. **The successful bidder (s) shall be bound to supply the required items/ accessories/ services at the quoted/approved rates throughout the financial year 2022-23.**
12. **Qualification of Suppliers / Contractors:** A procurement agency, at any stage of the procurement proceedings, having credible reasons for all prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers and contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.



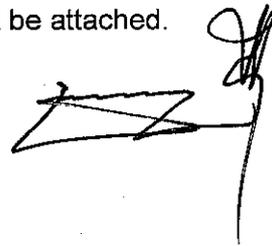
13. **Disqualification of Suppliers / Contractors:** The procuring agency shall disqualify a supplier or contractor if it finds, at any time, that the information submitted by him concerning his qualification as supplier or contractor was false and materially inaccurate or incomplete.

14. **Bid Security:**

- a. Bid Security @ 5% of the total value of bid in the shape of Demand Draft / Pay Order in favor of Naya Pakistan Housing and Development Authority. The amount of the bid security shall be in Pak Rupees.
- b. Bid Security of successful bidder(s) will be retained till delivery of items and submission of Performance/Bank Guarantee (as security deposit which will be retained till expiry of contract period) and that of unsuccessful bidders will be released.

15. **Evaluation Procedure.** Evaluation committee will carry out the evaluation in two stages. At first stage the technical evaluation will be carried out and in second stage financial evaluation of the technically successful bidders will be carried out. The final assessment of each compliant bid will be based on the aggregate score for the quality / price on a ratio 70:30 (Quality Score by 70% + Price score 30%). Only technically qualified firms will be called for opening of financial bids. Firm / Vendor scoring less than 50% marks will be technically disqualified.

- a. **Mandatory Requirements.** The mandatory requirements must be fulfilled by the bidders. Missing of any mandatory requirement may lead to rejection of bid.
 - (1) Must have valid Income Tax Number (NTN) and GST Number.
 - (2) Certificate of active income tax payer from FBR.
 - (3) Certificate of active sales tax payer from FBR.
 - (4) An affidavit on stamp paper duly attested by Oath commissioner that the firm or its ownership/ management has not been blacklisted by any Ministry/Division/Department/Organization of the Government of Pakistan.
 - (5) Certificate of one (01) year performance warranty will be required for items, equipment and accessories.
 - (6) Demand Draft / Pay Order in favor of Naya Pakistan Housing and Development Authority on account of **Bid Security @ 5% of the total value of bid must be attached with the Technical Bid in separate sealed envelope. Technical proposal without security will be rejected forthwith.**
 - (7) Certificate that items / accessories / equipment supplied will be brand new, not refurbished, as per required specifications / sample.
 - (8) Brochure must be attached.
 - (9) Data Sheet must be attached.
 - (10) Detailed Technical Specification must be attached.



- (11) Quoted rates should include all applicable government taxes.
- (12) In case of Importer the importer certificate must be attached.
- (13) **The Vendors are required to quote items / rates on their letter head as per format given below:-**

Ser	Item Name	Qty	Unit Rate	GST @ 17%	Unit Rate incl GST	Total cost incl GST
1.						

- b. **Technical Evaluation.** Technical evaluation will be carried out as under: -

Assessment (50 Marks)			
Ser	Criterion	Marks	Remarks
(1)	Having the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.	10	
(2)	Compliance with technical specifications	10	
(3)	Having outlet / IT Center in Islamabad / Rawalpindi and service response time should not exceed 24 hours.	10	
(4)	Bidders have at least 10 years' experience in the relevant field supported by documentary evidence / work orders.	10	
(5)	Comprehensive Bank statement duly verified by concerned Bank for last Five years in support of financial soundness of the bidder.	10	
Total Marks		50	

- c. **Financial Evaluation (30 Marks).** Market Survey will be carried out if deemed necessary:-

- (1) Financial bids will be opened in the presence of bidders.
- (2) Comparative Statement will be prepared
- (3) Marks will be awarded on relative basis

- d. **General Instructions / Requirements: -**

- (1) No cutting / overwriting of the offered prices will be accepted.
- (2) Bidders do not have the option of submitting their bids electronically.
- (3) Unsealed bids will not be entertained / received.
- (4) Refurbished equipment will not be accepted.
- (5) Certificate that no interlineations / cuttings / corrections / erasures / overwriting has been made in the bid documents.
- (6) Must be able to supply required items as mentioned in the **Annex-A & B** of this documents within 45 days after issuance of work / supply order at the required locations or as per purchase orders.
- (7) In case any item is found refurbished or low quality or not meeting the required specifications that would be required to be changed by the supplier at his own expense otherwise, the firm would be disqualified followed by legal formalities.

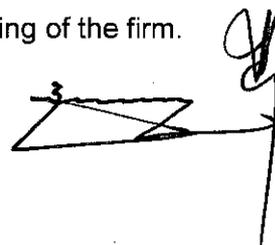
- (8) No bid will be received / entertained after 11:00 am on 01st August, 2022.
- (9) Date and time for bid opening i.e. 11:30 am on 01st August, 2022 may be strictly observed.
- (10) In case of defects / non compatibility / sub-standard supplied items at any stage from supply till validity of **warranty period** NAPHDA will inform the bidders within **15 days'** time and the bidders will arrange for replacement of the item (s) within 15 days' time. In case of non-compliance, NAPHDA will arrange equipment OR part (s) from alternate source (s) and the charges / expense incurred on the items / equipment /accessories / part (s) will be deducted from the bid security / invoice / performance guarantee of the vender.
- (11) Trainings where necessary will be provided to NAPHDA team, free of cost.
- (12) The time and venue of the training will be communicated by NAPHDA.
- (13) In case of tie in financial cost; the bidders securing highest technical score, where applicable, will be awarded the job. In case of tie in technical score, NAPHDA will be the final authority to award the work order either party on the basis of cost / quality or combination of both, as it deems fit.
- (14) Delivery of goods is the responsibility of the bidder along with after sales, service of supplied items.
- (15) The currency of the quotations is in Pakistani Rupees only.

16. **Bid Opening Process & Declaration of Successful Bidders.** The bids will be opened by the Bid Opening Committee of NAPHDA in the presence of all the bidders / their representatives on 01st August, 2022 at 11:30 am. Only Technical Bids / proposals will be opened. The bidder (s) technically qualified will be called for opening of financial bids. The Evaluation Committee will evaluate the financial bids and the bidders quoting the lowest rate and quality will be declared successful as per NAPHDA Procurement Regulations-2020 and will have to submit **Performance Guarantee @ 10% of the successful Bid** amount in the shape of Bank Guarantee or other form of security.

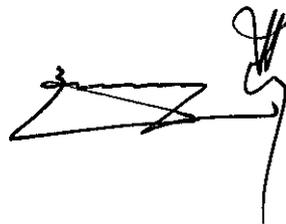
17. **Rejection of Bid**

- a. Incomplete and conditional bids will be rejected forthwith
- b. Bids received after due date and time will not be accepted.
- c. Unsealed bids will not be accepted / entertained.

18. **Forfeiture of Bid Security / Performance Guarantee.** In case of unsatisfactory supplies / services in any manner including quality, quantity, specifications / samples of equipment and timeline etc., the bid security / earnest money @ 5% of the Bid Money or Performance Guarantee @ 10% of the total amount or both will be forfeited and contract will be partially / fully cancelled which may lead to blacklisting of the firm.

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19. In case the supplier fails to supply any ordered item (s) within the stipulated delivery time, such item (s) will be purchased from second source / open market and difference of cost will be charged to the said supplier and deducted from the payments of Supplier.
20. **Detail of Annexures.** Specifications, quantity and quality of supply of Computer Equipment and I.T Equipment & Accessories for FY-2022-23 is attached at **Annex-A & B** of this document.
21. **Performance Guarantee.** The contractor shall submit performance guarantee in the form of Bank Guarantee @10% or other form of security of the contract cost. Specimen attached.
22. **Contract Agreement.** The contractor shall have to enter into an agreement on stamp paper with the NAPHDA for provision / supply of tendered items / accessories / equipment / services. Stamp paper has to be provided by the contractor/vendor. Specimen attached.
23. **Maximum Time of Delivery.** Maximum time for delivery of supply of Computer Equipment and I.T Equipment & Accessories for FY-2022-23 after issuance of supply order will be **45 days or as per the purchase order.**
24. **Delivery / Transportation Cost.** The delivery / transportation of supply of Computer Equipment and I.T Equipment & Accessories to Naya Pakistan Housing & Development Authority at 7th Floor, Kohsar Block, Pak Secretariat Islamabad **will be the responsibility of bidder (s) at their own expense or as per the purchase order.** Further after satisfactory inspection, in case of delivery of items mentioned in **Annex-A & B** for **Regional Offices** i.e. Karachi, Peshawar, Quetta, & South Punjab (Multan) is required, the transportation charges for each station may be mentioned separately.
25. **Payments.** Will be processed on receipt of Bills / invoices from the supplier on satisfactory completion of the assignment and on issuance of inspection certificate by Inspection Committee NAPHDA regarding quantity, quality, specifications and Operational Acceptance Test (OAT) of the supplied equipment.
26. **Closure of Contract.** The contract will be closed on completion of all codal formalities mentioned in the Bid Document or on successful completion of contract between the two parties as per NAPHDA Procurement Regulations-2020.
27. **Settlement of Disputes.** In case of any dispute after contract between the parties, it shall be settled through Dispute Settlement Committee. Arbitration shall take place in Islamabad, if needed.
28. Save as otherwise provided, the right to accept or reject any or all offers / bids is reserved with NAPHDA in line with NAPHDA Procurement Regulations-2020. The decision of the NAPHDA would be final and binding on all matters relating to this tender.

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FORM-01
(To be filled by the bidders)

1. Name of bidder _____

2. Address: _____

3. Phone: _____ Mobile _____

4. Fax No.: _____ E-mail: _____

5. NTN No.: _____ GST No. _____

6. Branches [if any]:

i. _____

ii. _____

iii. _____

7. Previous Experience (name of organization where said or like equipment supplied / installed)

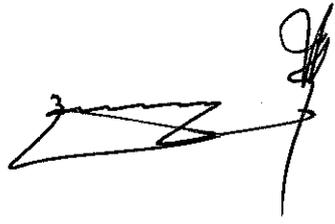
i. _____ ii. _____

iii. _____ iv. _____

v. _____ vi. _____

8. Total Bid Value (Rs): _____

9. Name and signature _____ Date _____

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FORM-02
(To be filled by the bidders)

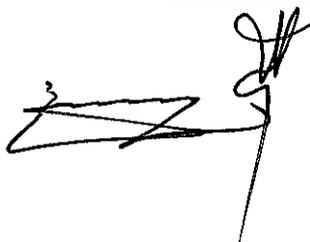
Name of the Firm _____

Bid Reference No: _____

Date of Opening of Bid _____

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant document placed in the Bid. Bidders are advised to attach all supporting documents with this form in the order of the requirement as mentioned in column-1.

Ser	Required Documentations	Signature of Bidder	Page Number in the Bid
1.	Income Tax Registration Certificates		
2.	Sales Tax Registration Certificates		
3.	Certificate of active income tax payer from FBR.		
4.	Certificate of active sales tax payer from FBR		
5.	List of last ten major work orders for supply of items mentioned in Annex-A & B of this document to Ministry / Division / Department / Organization of the Government of Pakistan. Copies of work orders may also be attached.		
6.	Demand Draft / Pay Order in favour of Naya Pakistan Housing and Development Authority on account of Bid Security @ 5% of the total value of bid must be attached with the Bid in separate sealed envelope.		
7.	An affidavit on stamp paper duly attested by Oath commissioner that the firm has not been blacklisted by any Ministry / Division / Department / Organization of the Government of Pakistan.		
8.	Bank statements for last five years in support of financial strength duly verified by the Bank.		
9.	Certificate of having offices / outlet / IT Center in Islamabad / Rawalpindi and service response time should not exceed 24 hours.		
10.	Certificate that bidder (s) have at least 10 years experience in the relevant field.		
11.	Certificate that no interlineations / cuttings / corrections / erasures / overwriting has been made in the bid documents		
12.	Certificate that items / equipment supplied will be brand new, not refurbished, as per required specifications / samples.		
13.	In case of Importer the importer certificate must be attached.		
14.	Certificate of having the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.		
15.	Certificate of one (01) year performance warranty will be required for items / accessories and equipment.		



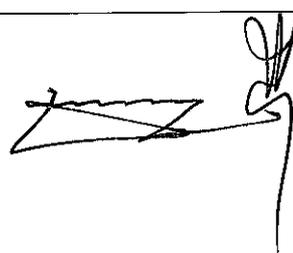
**DEMAND OF COMPUTER EQUIPMENT - FY 2022-23 FOR NAPHA HEAD OFFICE AND
UPCOMING REGIONAL OFFICES**

Ser	Item Name	Specifications	Qty	To be procured for
1.	PC All in One	Windows 11 Pro 11th Generation Intel® Core™ i7 processor Intel® Graphics16 GB memory; 1 TB HDD storage; 512 GB SSD storage 27" diagonal UHD display MSOffice 2021 OR EQUIVALENT	8	R.O Peshawar, Quetta & Multan
2.	Printer Black & White	Print only Print speed letter: Up to 42 ppm (HP high speed mode) black Auto duplex printing; 2 paper trays (standard); OR EQUIVALENT	2	R.O Multan & Finance Branch (Kohsar Block)
3.	Printer Color	Print only Print speed letter: Up to 40 ppm (black and color)Auto duplex printing; 2 paper trays (standard) Tonners must be readilt available in local market OR EQUIVALENT	2	R.O Peshawar & Multan
4.	Cheque Printer	2-in-1 device: Scanning and printing in one unit Fast and accurate: High-speed 200dpm scanning Wide endorsement area: Print all necessary information OR EQUIVALENT	1	Finance Branch (Kohsar Block)

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**DEMAND OF I.T EQUIPMENT & ACCESSORIES - FY 2022-23 FOR NAPHA HEAD
OFFICE AND UPCOMING REGIONAL OFFICES**

Ser	Item Name	Specifications	Qty	To be Procured for
1.	USB Hub	USB C Hub Ethernet, 5 in 1 Multi Port Adapter with Gigabit Ethernet Port 4K HDMI USB C PD Charging and 2 USB 3.0 OR EQUIVALENT	5	R.O Peshawar, Quetta & Multan
2.	8 Port Switch	8× 10/100/1000Mbps Auto-Negotiation RJ45 port, supporting Auto-MDI/MDIX, Plug and play, no configuration needed OR EQUIVALENT	1	MMB (Kohsar Block, Islamabad)
3.	Stabilizer for Printers/ Photocopiers	Product Name : Voltage Stabilizer (imported) Type : SERVO, Capacity : 3KVA OR EQUIVALENT	5	6 x Kohsar Block Islamabad & 5 x Regional Offices
		Product Name : Voltage Stabilizer (imported) Type : SERVO, Capacity : 2KVA OR EQUIVALENT	6	
4.	Mouse Pad	Weight: 100 g approximate	50	Regional Offices
5.	Computer UPS with UPS Power Strip	<ul style="list-style-type: none"> APC Back-UPS Pro 1300VA, 230V, AVR, LCD, 8 IEC outlets (2 surge) High Performance Computer and Electronics UPS for Premium Power Protection APC UPS Power Strip, Locking IEC C14 TO 4 Outlet Schutzkontakt (CEE 7/3), 230V Germany OR EQUIVALENT 	10	Kohsar Block Islamabad & Regional Offices
6.	4TB HDD for NVR	4 TB SATA HDD for CCTV video Storage 5400-7200 rpm (Intellipower) CMR technology used for all sizes 600,000 load/unload cycles, 180 TB/year rating 4.8W power usage, 1 year limited warranty OR EQUIVALENT	2	R.O Peshawar, Quetta & Multan
7.	Telephone Exchange	Telephone Exchange 8 Trunk + 24 Hybrid Extensions, Servo motor voltage stabilizer 500 VA, MDF 50 lines with 10 pair krone strips, OR EQUIVALENT	2	R.O Peshawar & Multan
8.	Digital Telephone	Executive Sets, 12 key buttons, CLI, Speaker Phone, Navigation buttons OR EQUIVALENT	4	R.O Peshawar, Quetta & Multan
9.	Analog Telephone	Analogue Telephone set with CLI Features, 62 incoming & 16 outgoing memory, LCD display 14 digits with back-light, Ringer volume control OR EQUIVALENT	4	R.O Peshawar, Quetta & Multan
10.	Network Cabinet -12 U	12U Network Cabinet OR EQUIVALENT	3	R.O Peshawar, Quetta & Multan
11.	TV Cable Roll	High Definition Cable TV / CATV Installs / Cable Internet OR EQUIVALENT	1	R.O Peshawar, Quetta & Multan
12.	Cable LAN (Roll/Drum)	Category 6 OR EQUIVALENT	7	R.O Peshawar, Quetta & Multan
13.	Power Cable Computer	6 ft. NEMA 5-15P to IEC-320-C13 power cord <ul style="list-style-type: none"> 18AWG, SJT, 10A, 120V UL Listed OR EQUIVALENT 	5	Kohsar Block Islamabad
14.	VGA or SVGA Cable Computer	resolution of 800 x 600 and a palette of 16 million colors OR EQUIVALENT	5	Kohsar Block



CONTRACT AGREEMENT

BETWEEN

NAYA PAKISTAN HOUSING & DEVELOPMENT AUTHORITY
GOVERNMENT OF PAKISTAN
ISLAMABAD

AND

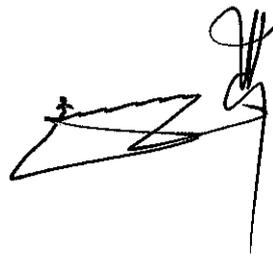
M/S. _____

FOR

SUPPLY OF

This Agreement is made and executed at Islamabad on _____, 2022 between the President of Islamic Republic of Pakistan who shall be represented by the Executive Director (Administration), Naya Pakistan Housing and Development Authority (hereinafter called the "Purchaser") the "**First Party**" and **M/s** _____ represented by Mr. _____ (hereinafter called as "Supplier") the "**Second Party**".

Whereby, it is agreed that the Supplier shall, supply and deliver _____ subject to terms and conditions as stipulated in the articles / clauses, annexes and attachments attached hereto. These articles clauses, annexes and attachments shall constitute the entire Agreement between the two parties and shall supersede any previous undertaking, commitments or representations whatsoever oral or written in this regard.

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GENERAL PARTICULARS OF CONTRACT

1.	Name of Purchaser	Naya Pakistan Housing & Development Authority
2.	Consignee	Naya Pakistan Housing & Development Authority
3.	Name of Supplier	M/s _____
4.	Quantity of the Item	As per BoQ
5.	Country of Origin	As per specifications
6.	Model	As per specifications
7.	Warrantee / Guarantee	One Year
8.	Total Contract Value (in Pak Rs)	Rs: _____/=
9.	Bank guarantee against Contract Performance	10% of total value of the contract
10.	Delivery	As per BoQ and _____
11.	Contract Agreement Number:	F.No.5(2)/Procurement/IT/2022-23

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CLAUSE – 1 **DEFINITIONS**

The following words and expressions shall have the meanings assigned to them as defined hereunder: -

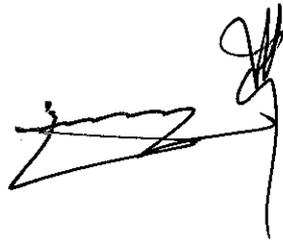
- 1.1 **Contractual Documents** shall mean, in the order of precedence, the contract agreement including all annexes and its distributed copies.
- 1.2 **Bill Of Quantity**. "Bill of Quantity" or "BoQ" shall mean the quantities of the items along with specifications at **Annex 'A & B'** of the contract, to be supplied by the supplier to fulfill the scope of contract defined in **Clause 3**.
- 1.3 **Work Order / Purchase Order**. The work order/purchase order shall mean the formal order issued by the purchaser/consignee to the supplier to execute the works or procurement as defined in the scope of contract (**Clause 3**) as a whole or partially.
- 1.4 **Scope of Work**. Scope of Work "shall mean all work to be done under this contract/procurement to be performed.
- 1.5 **Services**. "Services" shall mean all type of services pursuant to the scope of the contract defined in **Clause 3**.
- 1.6 **Contract Cost**. The "Contract Cost" shall mean the total price for supply of BoQ items as agreed between both the parties including all applicable Government of Pakistan duties / taxes.
- 1.7 **Inspection**. Items shall be inspected by the purchaser / consignee (Inspection Committee of NAPHDA) in the presence of representatives of supplier in accordance with technical specifications as mentioned in the BoQ.
- 1.8 **Warranty Period**. "Maintenance / Warranty Period" shall mean, **One (01) Year** starting from the date of acceptance by the consignee.
- 1.9 **Contract Duration**. The duration of contract is valid from signing date of the contract unless terminated pursuant to this agreement **Clause 14**.
- 1.10 **Item Rate**. Means the rate of each item at the time of signing of the contract as given in BoQ including all applicable Government of Pakistan duties / taxes.

CLAUSE – 2 **GENERAL CONDITIONS OF THE CONTRACT**

The following General Conditions shall apply to this contract: -

- 2.1 **Applicable Laws**. The contract shall be interpreted in accordance with the laws of Pakistan.
- 2.2 **Obligation of The Supplier**. The obligation of the supplier is limited to supply the products on Freight on Road (**FOR**) **Basis**, inspection and execution of warranty and after sales support as given in the contract.
- 2.3 **Consignee**: Naya Pakistan Housing & Development Authority, Islamabad.
- 2.4 **Supplier's Name and Address**: Mr. _____ M/s _____

- 2.5 **Taxes and Duties**. All applicable taxes will be paid by Supplier as per Govt. of Pakistan rules about taxation and duties of all kind. Exemptions of taxes and duties for this Contract Agreement, if any, necessary documentation for the purpose will be provided by the Supplier with the payable invoices.



2.6 **Notices.** Any notice given by one party to the other, pursuant to this contract, shall be sent in writing or by fax (followed by e-mail) and confirmed in writing to the address, specified for the purpose in the conditions of contract. A notice shall be effective when delivered/received or on the notice's effective date, whichever is later.

2.7 **Execution of the Contract.** Execution of the contract will be made by the Purchaser in accordance with the terms of the contract under its own supervision. Any damage to goods is to be replaced by the Supplier.

2.8 **Language of The Contract.** Language of the contract will be English.

CLAUSE – 3 **SCOPE OF THE CONTRACT**

The Supplier shall deliver all items specified in the BoQ (**Annex "A & B"**) on Freight on Road (**FOR**) **Basis**. Supplier shall also provide the warranty and after sales support of all items specified in the BoQ as stated in this Contract Document. The scope of work to be performed by the Supplier is further defined in the subsequent clauses.

CLAUSE – 4 **SCHEDULE OF WORK**

4.1 The Supplier shall provide all items specified in the BoQ after or within 45 days of signing of this contract. Delay in supply up to 15 days be regarded as grace period available to supplier and the delivery date will be considered to have been automatically extended up to that limit without issuance of any formal amendment and payment of any liquidate damages provided a written notice is intimated 7 days before expiry of actual delivery period.

4.2 Partial delivery is allowed.

4.3 The delays on part of Purchaser/Consignee for any retardation will not be included in said period.

CLAUSE – 5 **CONTRACT COST**

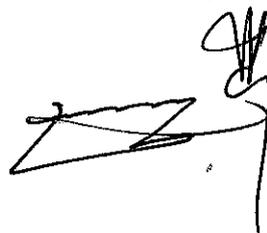
5.1 On the successful performance by the Supplier of all its obligations set forth in this Contract, Purchaser shall pay the Supplier an amount of Rs. _____/= on **FOR basis**, as per terms of payment under **Clause-6**.

5.2 The cost is inclusive of all taxes and duties imposed by the Govt of Pakistan for the purpose.

CLAUSE – 6 **TERMS OF PAYMENT**

100 % payment shall be made to the supplier on acceptance of all items specified in the BoQ and on production of following documents: -

- (1) Delivery Challan (In duplicate).
- (2) Firm bill (In duplicate).
- (3) Sale tax invoice (In duplicate).
- (4) Warrantee/Guarantee form (in duplicate) for each equipment
- (5) Valid Professional Tax & Income Tax exemption Certificate (if applicable).
- (6) Certificate that each item is brand new and not refurbished.
- (7) Inspection report issued by the NAPHDA Administration

A handwritten signature in black ink is written over a rectangular stamp. The signature is stylized and appears to be 'J. J.' or similar. The stamp is mostly obscured by the signature.

CLAUSE – 7 **PERFORMANCE BANK GUARANTY**

7.1 The Supplier shall furnish an unconditional / irrecoverable Bank Guarantee or other form of guaranty from a scheduled bank of Pakistan 'A' rating within 7 days from the date of signing of Contract Agreement for an amount of 10% of contract cost as contract Performance Bank Guarantee against the total value of the contract and shall remain valid till completion of warranty period.

7.2 Performance Bank Guarantee will be endorsed in favor of **Naya Pakistan Housing & Development Authority (NAPHDA)**.

7.3 Performance Bank Guarantee will be provided on judicial stamped paper of Rs.100/- in accordance with approved format attached at **Annex 'C'**.

7.4 The aforesaid guarantee will be released by **Naya Pakistan Housing & Development Authority (NAPHDA)**, after final closure of the contract and on expiry of Warranty Period.

7.5 In the event of unsatisfactory performance noticed by the purchaser/consignee, or any breach of terms of the contract, the amount payable to the supplier shall be forfeited to the Government of Pakistan at the discretion of the Purchaser. Furthermore, the Supplier undertakes not to hinder/restrain encashment of Performance Bank Guarantee, provided to the Purchaser on the account of this contract, through any court, extra judicial or any other process, including administrative in nature, whatsoever.

CLAUSE – 8 **PACKING**. Parts if any shall be appropriately packed according to the manufacturer's standards.

CLAUSE – 9 **INSPECTIONS**

A board of officers detailed by Chairman, NAPHDA will carry out detailed inspection of the equipment and sign an acceptance certificate. Specimen of acceptance certificate is at **Annex 'D'**.

CLAUSE – 10 **WARRANTY MAINTENANCE AND SUPPORT PERIOD**

10.1 "Warranty Period" for this contract shall mean One (01) year, commencing from the date of acceptance of the equipment. During this period all items specified in the BoQ will be covered under Supplier's warranty, if its operations and maintenance is carried out as per manufacturer's recommendation and operating manuals. Supplier Warranty Certificate is attached at **Annex 'E'**.

10.2 The supplier shall ensure that the faulty equipment is made serviceable within 7 working days.

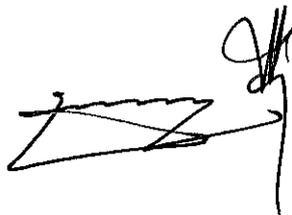
CLAUSE – 11 **PUBLICATIONS**

Supplier will provide user manual in soft and hard copies (with each equipment) to NAPHDA along with equipment _____.

CLAUSE – 12 **DELAYS IN PERFORMANCE**

12.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule specified in the contract.

12.2 Any un-excused delay by the Supplier in performance of its delivery/project completion obligations shall render the Supplier liable to any or all of the penalties including but not limited to liquidate damages. The Supplier shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Supplier's notice,



Purchaser shall evaluate the situation and may at its sole discretion extend the Supplier's time for performance in which case the extension shall be ratified by the Parties by amendment of the Contract.

CLAUSE – 13 SUPPLIER' S DEFAULT

13.1 If the Supplier neglects to perform the contract with due diligence and expedition or shall refuse/or neglect to comply with any reasonable orders given to him in writing by Purchaser or any of his authorized representative in connection with the performance of the contract or shall contravene the provision of the contract, Purchaser may give notice in writing to the Supplier to make good the failure, neglect or contravention complained of.

13.2 Should the Supplier fail to comply with the said notice, within 10 days a reasonable time from the date of service thereof, it shall be lawful for Purchaser forthwith to terminate the contract by notice in writing to the Supplier without prejudice to any rights, which may have accrued under the contract to either party prior to such termination.

CLAUSE – 14 LIQUIDATED DAMAGES

If Supplier fails to deliver any or all of the goods or perform the services within the time period (s) specified in the contract, Purchaser/consignee shall with out prejudice to its other remedies under the contract, shall have the right to claim liquidated damages and the Supplier shall pay to purchaser as liquidated damages with respect to those delayed goods an amount equal to 2% of the value of the goods delayed for each month of delay or part thereof until actual delivery or performance up to a maximum deduction of 7% of the contract cost. Once the maximum is reached, Purchaser may consider termination of contract.

CLAUSE – 15 FAILURES / TERMINATION OF CONTRACT

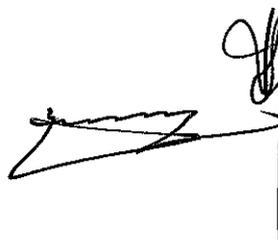
15.1 Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier terminate this contract in whole or in part.

15.2 In the event Purchaser terminates the contract in whole or in part, purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those un-delivered, and the supplier shall be liable to purchaser for any excess costs for such similar goods and services. However, the supplier shall continue performance of the contract to the extent not terminated.

15.3 The Time for the date of delivery of the stores as stipulated in the contract shall be taken as the essence of the contract; all deliveries must be completed within the date specified in the contract. Should the supplier fail to deliver the store or any consignment thereof within the stipulated period or any extension thereof, the purchaser shall be entitled at his option to take either of following action: -

- a. To cancel the contract and/or to purchase else where store not delivered at Risk and Expense of the supplier and without notice to him. The supplier shall be liable for loss which the purchaser may sustain on this account but shall not be entitled to any gain on re-purchase.

OR

A handwritten signature and a large scribble, possibly representing a signature or initials, located at the bottom right of the page.

- b. To make the supplier liable to pay the stipulated liquidated damages as per liquidated damages Clause.

CLAUSE – 16 AMICABLE SETTLEMENTS

16.1 Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with contract.

16.2 The contract will be construed under and governed by laws of the Islamic Republic of Pakistan.

16.3 In case of any dispute which may lead to the litigation between the parties, it shall be within the territorial Jurisdiction of Rawalpindi / Islamabad.

CLAUSE – 17 FORCE MAJEURE

17.1 The Supplier will not be held responsible for any delay in supply of equipment due to events of Force Majeure such as acts of God, War, Riots, Civil commotion, Strike, lockouts, acts of foreign government and its agencies and disturbance directly affecting the supply over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser/consignee within 7 days of the happening in writing. Non-availability of the export permit for the export of the contracted (equipment) from the country of its origin, shall not constitute force majeure.

17.2 The supplier shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.

CLAUSE – 18 ARBITRATION

18.1 All matters of dispute or differences regarding rejection of items specified in the BoQ by the Inspection Team or cancellation of the contract by the Purchaser on failure of performance, arising out of this Agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this Agreement, shall be referred to grievance committee as constituted under PPRA Rules.

18.2 If any party has any objection on the decision of the Grievance Committee, the case would be referred to the Chairman, NAPHDA, whose decision will be final.

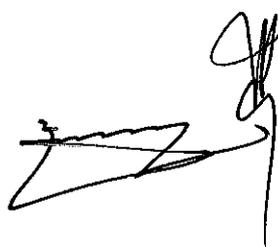
18.3 In the course of arbitration, the contract shall continuously be executed except that part which is under arbitration.

18.4 All proceedings under this Clause shall be conducted in English language and in writing.

CLAUSE – 19 SUBLETTING

19.1 The Supplier and his representative will be entirely responsible for execution of the contract in all respects according to the terms of the contract. The Supplier shall also ensure to take the responsibility of all the work assigned to them.

19.2 Subletting is not allowed.

A handwritten signature in black ink, consisting of a stylized name and a long horizontal line extending to the left.

CLAUSE – 20 CONTRACTS COMING INTO FORCE

This contract comes into force upon its signatures by both the parties on2022.

SIGNATURES

PURCHASER

SUPPLIER

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

For and on behalf of the president of
Islamic Republic of Pakistan

For and on Behalf of

Dated: _____ 2022

Dated: _____ 2022

Witness No 1: (Purchaser)

Witness No 2: (Supplier)

Signature: _____

Signature _____

Name: _____

Name _____

Designation: _____

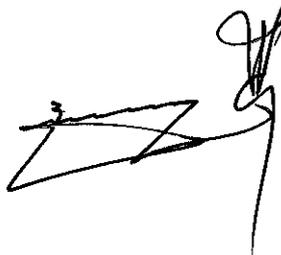
Designation _____

CNIC No: _____

CNIC No. _____

Dated: _____

Dated: _____

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Annex-A

NAPHDA Contract Agreement
F.No.5(2)/Procurement/IT/2022-23

BILL OF QUANTITIES (BoQ)

Ser	Name of Items and their specifications	Qty	Unit Price (incl GST)	Total Price (PKR) incl GST
1.	Desktop PC	8		
2.	Printer Black & White	2		
3.	Printer Color	2		
4.	Cheque Printer	1		

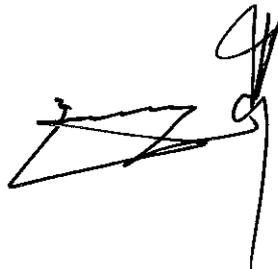
Annex-B

NAPHDA Contract Agreement
F.No.5(2)/Procurement/IT/2022-23

Ser	Name of Items and their specifications	Qty	Unit Price (incl GST)	Total Price (PKR) incl GST
1.	USB Hub	5		
2.	8 Port Switch	1		
3.	Stabilizer for Toshiba Printers/ Photocopiers	11		
4.	Mouse Pads	50		
5.	Cable LAN (Roll/Drum)	7		
6.	Power Cable Computer	5		
7.	VGA Cable Computer	5		
8.	Computer UPS	10		
9.	4TB HDD for NVR	2		
10.	Telephone Exchange	2		
11.	Digital Telephone	4		
12.	Analog Telephone	4		
13.	Network Cabinet -12 U	3		
14.	TV Cable Roll	1		

Note.

- (a) The prices are firm and final for FOR in Islamabad including all duties and taxes.
- (b) Supplier will assure availability of spare parts during the warranty period.
- (c) All items must be brand new and original as per specifications.



NAPHDA Contract Agreement
F.No.5(2)/Procurement/IT/2022-23

**BANK GUARANTEE FOR PERFORMANCE ON JUDICIAL STAMP PAPER OF Rs.100/-
OR AS SUITABLE TO THE AMOUNT OF BANK GUARANTEE**

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

Guarantee Executed _____, 2022
Expiry Date _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Supplier) with address: _____ Penal

Sum of Security (express in words and figures) _____

Letter of Acceptance No _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound upto the (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

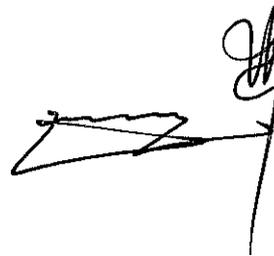
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____
(Name of Supplier) for the _____
(Name of Project).

NOW THEREFORE, if Principal (Supplier) shall well and truly perform and fulfill all the undertaking covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contractor and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum above and it is condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We _____

a.b. (the Guarantor), waiving all objections and



the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Supplier) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1.

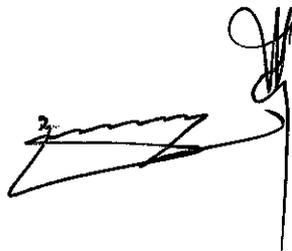
Corporate Secretary (Seal)

Signature: _____
Name: _____
Title: _____

2.

Name, Title & Address

Corporate Guarantor (Seal)

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NAPHDA Contract Agreement
F.No.5(2)/Procurement/IT/2022-23

ACCEPTANCE CERTIFICATE

Place: Islamabad, Pakistan

Date: _____ 2022

In accordance with contract No. F.No.5(2)/Procurement/IT/2022-23 signed by Naya Pakistan Housing and Development Authority and M/s _____ after detailed and friendly visual & physical inspection of inventory by both sides, the Acceptance Committee from Purchaser side has found the contractual materials in best conditions and comply with the requirements of the above-said contract. However, the final acceptance will be subject to successful delivery and inspection by NAPHDA Inspection Committee, in form of inspection report.

In Witness thereof, both parties have signed this Acceptance Certificate, which comes into force on _____ 2022.

For and on behalf of

For and on behalf of

Naya Pakistan Housing and Development Authority.

M/s _____

Name:

Name:

CNIC Number:

CNIC Number:

Designation:

Designation:

Date:

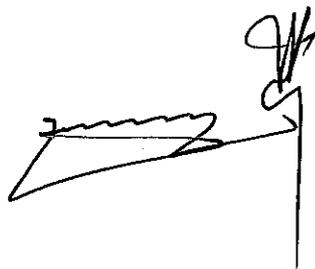
Date:

Signature:

Signature:

Purchaser

Supplier



NAPHDA Contract Agreement
F.No.5(2)/Procurement/IT/2022-23

SUPPLIER'S WARRANTY
TO BE READ IN CONJUNCTION WITH CLAUSE-10 OF THE CONTRACT

Name of Firm: _____

Contract No.F.No.5(2)/Procurement/IT/2022-23

1. We hereby guarantee that the items supplied under the terms of this contract are produced in accordance with the terms of the contract and that the materials used whether or not our manufacturer are in accordance with the latest appropriate standard specification is also in accordance with the terms of the contract, complete of good workmanship throughout and that we will replace free of cost (FOR) Islamabad as the case may be, every articles or part thereof which use or in use shall be found defective or is found not within the limit and tolerance of specification requirement or if any way not in accordance with the requirement of the contract. Any unfair wear and tear / driver's negligence / use of unauthorized / wrong spares is not covered under this warranty.

2. In case of our failure to replace the defective parts of the items free of cost within 15 days, we will refund the relevant cost (FOR) Islamabad as the case may be in the currency/currencies in which received plus freight charges, up to consignee's and the purchaser shall have rights to purchase the required parts of the item declared defective at our risk and expense.

3. The parts supplied under the contract will be genuine, brand new and 100% applicable to supplied item and will be under warranty for any defect in material & workmanship. If any claim is accepted the parts will be replaced free of charge.

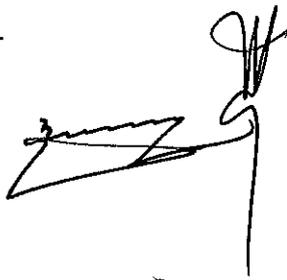
Firm / Supplier's signature

With rubber stamps _____

Name: _____

Designation: _____

Date: _____

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