

Government of Pakistan
National Vocational and Technical Training Commission

Tender Document/RFP
For

“Repair and maintenance of NAVTTC/COE BUILDINGS”

Submission of Bids UPTO	:	18-10-2023 upto 1100 hours
Opening of Bids	:	18-10-2023 at 1130 hours

Venue: NAVTTC, HQ Office Plot 38, Kirthar
Road, Sector H-9 Islamabad

TENDER NOTICE

National Vocational & Technical Training Commission (NAVTTTC), Government of Pakistan invites sealed proposals, **Signal Stage Two Envelope Bidding Procedure** from interested and registered, firms for “Repair and maintenance of NAVTTTC/COE BUILDINGS, Islamabad”

2. The interested bidders must be technically competent and registered with relevant authorities in Pakistan, have valid NTN and STRN, possess authorization(where applicable) from Principal/Original manufacturer of equipment / supplies to be provided under this tender and shall demonstrate capacity to complete the assignment as per BOQs specified in RFP.

3. The proposal envisaging the comprehensive solution for above works shall be submitted at following address on the prescribed tender document by **18th October, 2023 at 11:00 AM**, which will be publically opened on same date at **11:30 AM** in presence of the bidders / their representatives. The bid document / RFP can be obtained from this office free of cost or downloaded from our website: <http://navttc.gov.pk> and <http://www.ppra.org.pk>. Incomplete proposals or late submissions shall not be entertained.

Assistant Director (GA)

Ph: 051-9044315

Section 1: BRIEF INTRODUCTION

1. National Vocational and Technical Training Commission (NAVTTTC) is the apex body for technical education and vocational training in the country. Established under the NAVTTTC Act-2011, NAVTTTC is mandated to provide for regulations, coordination, and policy direction for vocational and technical training and is thus involved in the policy making, strategy formulation, regulation, and revamping of the entire TVET system.

2. NAVTTTC is committed to introduce corporate culture and focusing on improving working condition of its employees with a objective to bring change in working environment of the commission. For this purpose, public visiting places, reception information desk, Day Car Center, Gym , stress free/common prayer room , offices, kitchen, wash rooms, interior and exterior decorations etc are being customized , renovated and upgraded.

Section 2: PROCEDURE FOR SUBMISSION OF BIDS/PROPOSALS

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

1. Technical proposal, to be evaluated on score basis by the NAVTTTC's Technical Committee, as requirements of this document should be submitted in a separate sealed envelope, complete in all respects with supporting documents and clearly marked as '**TECHNICAL PROPOSAL**' on the envelope.

2. Financial proposal as per requirements of this document should be submitted in a separate sealed envelope, complete in all respects and clearly marked as '**FINANCIAL PROPOSAL**' on the envelope.

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

4. The prospective BIDDER(s) meeting the eligibility criteria shall present its plan, if required, before the Technical Committee constituted for the purpose at NAVTTTC HQs as per the time assigned. Proposals of all those BIDDERS who do not meet the eligibility criteria shall be rejected. The eligible BIDDER(s) as per eligibility criteria shall be intimated as per rules.

5. NAVTTTC shall not consider any Bid that is received after the deadline for the submission of Bids. However, a Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission by sending a written request to NAVTTTC.

6. Bids requested to be withdrawn shall be returned unopened to the Bidders, except if the bid is withdrawn after the bid has been opened.

7. The Tender Committee of NAVTTTC will open the Bid(s) in the presence of Bidders' representative(s) who choose to attend on 18-10-2023 at 1130 hours. In case of public holiday on bid opening day, bids will be opened on next working day at same time and venue.

Section3: ADDRESS FOR SUBMITTING RESPONSE

Name of procuring agency	National Vocational & Technical Training Commission (NAVTTTC)
Response submission deadline:	18-10-2023 at 1100 Hours
Bid opening Date & Time:	18-10-2023 at 1130 Hours
Bid opening place:	Conference Room, NAVTTC HQs, Plot No.38, Kirthar Road, Sector H-9, Islamabad, Pakistan
Contact person:	Assistant Director (GA)
Phone:	+92 51 9044315
Fax:	+92 51 920 4856

Section4: GENERAL ELIGIBILITY CONDITIONS – INSTRUCTIONS

1. In order to be eligible, the interested bidding firm, company, joint-venture partner(s) must be registered with the respective taxation (with valid NTN and STRN) and other relevant authorities in Pakistan, and must possess formal authorization from the principal/original manufacturer of the equipment/supplies(where applicable) being provided with demonstrated capacity to complete the assignment.
2. In addition, the applicant shall submit 'Self Declaration,' on legal stamp paper of Rs. 100, mentioning their eligibility, non-conflict of interest, non-receipt of any punishment while doing business including any kind of suspension, debarment, or any kind of ineligibility by any Governmental or national or international organization operating in Pakistan and litigation history (if any).
3. Those firm(s), who had not fulfilled their contractual obligations with NAVTTC in any previous tender are not eligible to participate in this tender.
4. The Bidder (including the individual members of any Joint Venture) shall submit only one Bid against this tender, either in its own name or as part of a Joint Venture otherwise the Bid will be rejected.
5. A bid must be accompanied by a bid security of minimum two percent (02%) of the bid amount in the shape of Call Deposit/ Demand Draft drawn in favor of "DDO NAVTTC, Islamabad" The Bid Security will be forfeited by NAVTTC, and the Bid rejected, in the event of any, or combination, of the following conditions:
 - a. If the Bidder withdraws its offer during the period of the Bid Validity of 120 days; or
 - b. In the event the successful Bidder:
 - i. Fails to sign the Contract after NAVTTC has issued an award; or
 - ii. Fails to furnish the Performance Security, insurances, or other documents that NAVTTC may require as a condition precedent to the affectivity of the contract that may be awarded to the Bidder.
6. NAVTTC reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
 - a. Verification of accuracy, correctness and authenticity of information provided by the Bidder;
 - b. Validation of extent of compliance to the technical specifications, eligibility requirements, and evaluation criteria based on what has so far been found by the Evaluation Committee;
 - c. Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
 - d. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
 - e. Physical inspection of the deliverables offered, the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
 - f. Any other means that NAVTTC may deem appropriate, at any stage within the selection process.

7. The evaluation of bid shall be made by adopting cumulative quality cost evaluation technique. Technical proposals shall be evaluated against the technical criteria mentioned at Section 07 Part 1 and 2 of this document without reference to the price and any proposal which does not conform to the specified requirements shall be rejected.
8. The Qualifying Bidder for opening of financial bid shall need to secure at least 70% score in cumulative and 50% in each part (1 and 2). Failure to secure 50% score in any part or 70% cumulative score shall be REJECTED.
9. Technical proposals shall be evaluated against the technical criteria mentioned at Section 07 (both parts) of this document, without reference to the price and reject any proposal which does not conform to the specified requirements. During the technical evaluation however no amendments in the technical proposal shall be permitted. During technical evaluation the bidder will provide tools and/or equipment's for physical inspection of the Committee however in case of international brands, the bidder shall provide brand name, model number, and user review of the quoted tools and/or equipment to the Committee for verification.
10. No amendments in the technical proposal shall be permitted however NAVTTC may accept specifications with better quality at the same price.
11. Financial proposals of only technically accepted bids shall be opened publicly at a time, date and venue to be announced and communicated later after the evaluation and approval of the technical proposal. However, the financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
12. NAVTTC's determination of a Bid's responsiveness will be based on the contents of the Bid itself. A substantially responsive Bid is the one that conforms to all the terms, conditions, specifications and other requirements without material deviation, reservation, or omission. If a bid is not substantially responsive, it shall be rejected by NAVTTC and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
13. NAVTTC reserves the right to accept or reject any proposal submitted, to render any or all of the proposals as non-responsive, and to reject all Proposals in response to the tender at any time prior to award of contract, while assigning the reason(s) thereof.
14. Prior to expiration of the period of the proposal's validity or the extended period, if any, NAVTTC shall award the contract to the Bidder that is found to be responsive to the requirements of the Technical Specifications and has offered the lowest price. NAVTTC shall not be obliged to award the contract to the lowest priced offer, if the response is found deficient to the Technical Specifications and other compliances.
15. Various marks are assigned to evaluation criteria of Section 7 (Part I and II) and proposals that obtain 70 percent or above score collectively in both parts and score 30 (60 percent) in each of the two parts individually will be considered as 'Technically Qualified'. Technical qualification is mandatory for entering in the financial evaluation stage.
16. Financial Bids of only the Technically Qualified bidders will be opened before the representatives who wish to attend the tender opening. The lowest financial bidder will be given 100 percent and all other technically qualified bidders will be evaluated with the following formula:

$$\frac{\text{Lowest Bid}}{\text{'A' company's Bid}} \times 100 = \text{Financial Score of 'A' Company}$$

17. In order to get the most advantageous bid the award criterion are set as 50 percent to technical side and 50 percent to financial scores. All Technically Qualified bidders will be evaluated from a total cumulative score as follows:

$$(\text{Technical Score} \times 0.5) + (\text{Financial Score} \times 0.5) = \text{A Company's Total Cumulative Score}$$

18. NAVTTC will evaluate and award the Contract to the Bidder who secured the highest total cumulative score. In case of a tie between the two bidders the technical score will take the precedence. In all cases, the decision(s) of the procuring agency will be binding on all concerned.

19. NAVTTC will conduct the evaluation solely on the basis of response to this tender received from the firms for which evaluation shall be undertaken in the following steps:

- a. Preliminary Examination including Technical Specifications and other compliances;
- b. Arithmetical check and ranking of bidders who passed preliminary examination by price; and
- c. Evaluation of prices.

20. Price comparison shall be based on the landed price, including ejection, supplies, installation and operationalization.

21. For the Price Schedule that are submitted, NAVTTC shall check and correct arithmetical errors as follows:

- a. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of NAVTTC there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail; and
- d. if the Bidder does not accept the correction of errors made by NAVTTC, its Bid shall be rejected.

22. NAVTTC's grievance redress procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the Bidder may lodge a complaint to the NAVTTC's Grievance Redressal Committee as per the provision of PP Rule 48.

23. After the approval of any supply, a Contract Agreement on the stamp paper of appropriate value shall be executed by NAVTTC with selected Bidder (i.e. Contractor/Supplier) within 07 days from the date of issuance of LoI (Letter of Intent). Failure to signing of Contract Agreement by the selected Bidder Firm with NAVTTC within the stipulated time may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, NAVTTC may award the Contract to the Second lowest rated or call for new Proposals.

24. At the time of award of Contract, NAVTTC reserves the right to vary the quantity of works and/or services being procured based on the established rates after opening of financial bids.

25. The successful bidder (contractor/supplier) shall be required, within a maximum of seven (7) days of the Contract signing by both parties, to provide 'performance security' equal to two percent (2%) of the contract value till completion of warranty period referred in the contract document. It shall be considered as a condition for rendering the contract effective.

26. The successful bidder shall have to complete the assigned work within the timeframe mentioned in Contract / Work Order. In case of failure to complete the job within the stipulated period, NAVTTC shall apply **Liquidated Damages** for the damages and/or risks caused to NAVTTC resulting from the Contractor's delays or breach of its obligations as follows:

- a. Damages shall be charged for the period of delay @ 2% of the remaining job, per month or a part of a month for a period beyond the original delivery date subject to the provision that total liquidated damages will not exceed 10% of the total Contract value.
- b. If the Contractor fails to provide supplies/services as per NAVTTC requirements, NAVTTC may forfeit the Performance Security, and the work will be done at the risk and cost of the contractor.
- c. In case of any dispute, matter will be referred to Arbitration whose decision will be binding on both the parties.

27. **"Force Majeure"** means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Purchase Order/Work Order/Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial issues are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/Work Order/Contract, the dispute will be referred to Executive Director, NAVTTC whose decision will be final.

28. Contractor will be required to deliver the goods without claiming any additional cost to the public-sector institutes/schools (as per list at Section 08) at Islamabad Capital Territory, Azad Jammu and Kashmir, and Gilgit-Baltistan in quantities as determined and communicated by NAVTTC.

29. Payment will be made only upon NAVTTC's acceptance of the goods supplies and/ or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice, and certification of acceptance of goods and/ or services issued by the proper authority in NAVTTC with direct supervision of the Contractor. Payment will be affected by bank transfer in the currency of the contract.

30. The Contractor shall provide all necessary supporting documents along with GST invoice, delivery challan and other relevant documents as required by the NAVTTC.

31. The firms will have to deliver all the quantity of requisite items at the place and premises mentioned in this Document at their own cost including transportation charges.

32. The quoted rates must be inclusive of all taxes and also must be filled in the prescribed column.

33. The bidder will complete all works I,e ejection, removal and electrification, ducting of Networking installations, Renovation work etc. without any additional cost.

34. All applicable taxes of Government will be deducted at source from the supplier's payment.

35. No additional cost of any kind will be paid except the rate quoted by the firms.

36. The successful Bidders will have to present samples of the plants, machineries, and other items for visual inspection and/or laboratory tests to assess the quality of equipment etc. The Lab charges will be borne by the Bidder(s).
37. The firms shall be responsible to lift all the defective stock provided contrary to the quoted items/specifications/brands etc. from the place of delivery at their own cost. Five percent (05%) penalty on the quoted prices will be imposed besides rent of warehouses where such defective stock is stored.
38. Brand name and model, etc. of each item and/or tool must be mentioned separately.
39. The Bidders shall quote all the accessories, items/services/works etc. failing which the proposal will be rejected.
- 40. The payment will be made on actual measurements of things items and works etc.**
41. BIDDERS may request a clarification of document not later than five (05) working days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail (duly signed) to NAVTTC's. NAVTTC will respond by facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all participating BIDDERS who intend to submit proposals.
42. For interpretation of any clause of this document, the decision of Executive Director NAVTTC would be final and binding on the BIDDER.
43. Amendment of Bidding Documents:
- At any time prior to the deadline for submission of bids, the NAVTTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
 - Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to NAVTTC.
 - To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids.
- 44. This tender document/RFP/ToRs shall be integral part of contract agreement.**

Section5: ARBITRATION

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

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

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

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

Section 6: CONFLICT OF INTEREST

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

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

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

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

Section 7: CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

(PART 1)

BIDDER'S QUALIFICATION, CAPACITY, FINANCIAL STRENGTH, AND EXPERTISE, ETC.

Sr. No	Criteria/ Sub-Criteria & Marks	Total Marks	Marks Obtained
1.	Financial position of the Firm (Maximum 20 Marks)		
	a. Balance sheet for last 02 year (Minimum Rs. 2 (two) million) Each year carries 04 marks	08	
	b. Business annual turnover (Minimum Rs. 10 million) Up to Rs. 10 million 02 mark Rs. 10 million to 25 million 04 mark Rs. 25 million to 50 million 06 mark Rupees over 50 million 08 mark	08	
	d. Audit Report for last two years (each year carry 2 marks)	04	
	Sub-Total Marks	20	
2.	Company Location & Outreach (Maximum 10 Marks) with Valid Legal Proofs		
	a. Geographically based in: Punjab=02 mark Sindh =01 KPK = 01 AJK = 0.5 Baluchistan = 0.5	05	
	b. Offices in rest of the cities (each office carry 01 mark)	03	

	c.	Own Office Building (Provide Evidence)	02	
		Sub-Total Marks	10	
	Management capabilities of the bidder (Maximum 20 Marks)			
3.	a.	Total regular technical staff (Minimum 10 employees)		
		Up to 10 employees 02 mark	08	
		11 to 15 employees 04 mark		
		16 to 20 employees 06 mark		
		21 and more employees 08 mark		
	b.	Similar projects exceeding Rs. 10 million undertaken during last 05 year in Pakistan. Each project contains 02 marks.	10	
	c.	International collaboration/partnership. Each carries 01 marks	02	
		Sub-Total Marks	20	
		TOTAL MARKS (PART-1)	50	

(PART-2)

TECHNICAL PROPOSAL, WARRANTY, SUPPORT SERVICES, DELIVERY TIME, ETC.

Sr. No	Criteria/ Sub-Criteria & Marks		Total Marks	Marks Obtained
1.	Technical Solutions & Methodology (Maximum 25 Marks)			
	a.	Presentation before the NAVTTC's Committee	10	
	b.	Proposed solution competitiveness with market players (provide documented evidence for ranking, comparison, trends, success stories, user friendly etc.):		
		Comparison with market players: 04 marks	10	
		Implementation Plan/Gantt Chart: 02 marks		
		Certificate from previous 2 clients: 04 marks		
	c.	Scalability and integration with similar new technologies	05	
		Sub-Total	25	
2.	Local Warranty, Up gradation, Capacity Building, Delivery Time (Maximum 25 Marks)			
	a.	Local Warranty (Minimum 12 months)		
		12 months 04 marks	10	
		18 to 24 months 06 Marks		
		24 to 36 months 08 Marks		
		36 months and above 10 Marks		
		Delivery time (Maximum 60 days)		
		Within 30 days 10 marks	15	
		Within 30 to 45 days 08 marks		
		Within 45 – 60 days 06 marks		
		Within 90 days 04 marks		
		Note: the option exercised by the bidder will be		

	included in the PO as delivery time.		
Sub-Total		25	
TOTAL MARKS (PART-2)		50	
GRAND TOTAL (Part-1 + part-2)		100	

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

Section 8: LIST OF LOCATION

S.No.	Description
1	NAVTTTC HQ Plot No.38, H-9 Islamabad
2	Center of Excellence (CoE) Plot 39, Islamabad

Section 9: LIST OF BOQs (removal, provision, fixation, installation)

Items	Specifications	Quantity	Total Quantity
Cabinet	Wooden frame with Lasaani Sheet	-	1
Reception	Reception table Desk/ accessories as per symple	-	1
Branding	Panaflex	Panaflex (8'x4') with printing (matter will be finalized by NAVTTTC)	50
	Metallic Signboard	Metallic Signboard (8'x4')	10
		Metallic Signboard (4'x3')	10
	Plastic Name Plates	Name Plates (10" x 4") (Plastic green colour with white printing – matter will be provided by NAVTTTC)	30
Windows and Doors	Aluminum Windows and Doors	Aluminum Windows 1.6 mm	As per requirements (Per SFT)
		Glass 5 mm	
		With fixing and accessories	
		Aluminum Doors 2 mm	As per requirements (Per SFT)
		Glass 12 mm with fixing machine and accessories	
Plastic Paris Works		As per requirement	As per requirement
		(Per Sq: Foot)	(Per Sq: Foot)
Flooring	Wooden and ceramic	As per requirements	As per requirements
		(Per Sq: Foot)	(Per Sq: Foot)
Complete Bricks work with Plaster	Outside building	-	Per Sq: Ft (As per requirement)

Electrification	Wiring	P/F Wiring Cable (7/29) and 3 /29 with duct or underground wiring.	As per requirements (Per Meter)
	Light Philips/equivalent	P/F of Ceiling Lights (SMD) 18Watt Philips/equivalent	As per requirements Per SMD Light
	Extension	Best quality heavy duty Extension Board with Cords (5 Meter)	40
Aluminum& Glass Partition Wall	Aluminum& Glass Partition Wall	P/F of Standard Aluminum Frame with 10 mm Glass for Wall Partition with all accessories.	As per requirements Per SFT
Paints for Walls, Rock Wall, Doors & Windows and Ceiling	Paints for Walls, Rock Wall, Doors & Windows and Ceiling	P/F Distemper and Plastic Emulsion (High Quality) Berger / Dulux / Equivalent	As per requirements
		Including, preparation of the base and scraping etc where required.	Per SFT (As per Requirement)
Roller Blinds	As per Sample	Roller Blinds for Rooms & Corridor	Per SFT (As per Requirement)
PVC Paneling	As per Sample	PVC Paneling For Rooms	Per SFT (As per Requirement)
Deducting (Drainage & Sewerage Pipe)	As per Sample	Outside the building	Per SFT (As per Requirement)
<u>WASH ROOM REPAIR WITH ALL ACCESSORIES</u>			
Complete Comboset	As per Sample	-	Per Unit Rate (As per Requirement)
vanity set bathroom	As per Sample		Per Unit Rate (As per Requirement)
Muslim Shawar	As per Sample		Per Unit Rate (As per Requirement)
Mixture Set	As per Sample		Per Unit Rate (As per Requirement)
Towel Hanger	As per Sample		Per Unit Rate (As per Requirement)
Tiles & Plaster	As per Sample		Per SFT (As per Requirement)
Door Handle	As per Sample		Per Unit Rate (As per Requirement)

Note: In case of ancillary works, rates of PWD will be applicable

Section 10: RETURNABLE BIDDING FORMS / CHECKLIST

This section serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
- Form A: Bid Submission Form	<input type="checkbox"/>
- Form B: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
- Form C: Bidder Information Form	<input type="checkbox"/>
- Form D: Qualification Form	<input type="checkbox"/>
- Form E: Technical Bid Proposal Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria?	<input type="checkbox"/>

Name & Designation of Authorized Representative:

Signature:

Date:

Form A: Bid Submission Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:		Date :	
Tender reference:			

We, the undersigned, submit our Bid for the award of contract to supply the goods and related services required for in accordance with NAVTTC's tender. We hereby submit our Bid, which includes this Technical Bid proposal.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium/Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by any of the Government/ Semi-government/ Autonomous organization;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any Organization in Pakistan;
- c) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future;
- d) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the NAVTTC, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the NAVTTC.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the NAVTTC.

We offer to supply the goods and related services in conformity with the Bidding documents, including the NAVTTC General Conditions and in accordance with the requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the General Eligibility Conditions.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should NAVTTC accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Joint Venture/Consortium/Association Information Form
(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:	Date
Tender reference:	:

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]
Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)		[Complete]

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to NAVTTC for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form C: Bidder Information Form
(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Legal name of Bidder	[Complete]
Legal address & Branch Offices	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a NAVTTC registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert NAVTTC vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
No. of Technical Staff	
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person that NAVTTC may contact for requests for clarifications during Bid evaluation (Only Lead Bidder)	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

Please attach the following documents:

1. Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured.
2. Certificate of Registration of the business.
3. Principal's Authorization Letter in favor of Bidder to participate in this Tender.
4. A proofing document confirms the offered warranty in months, excluding the part of normal deterioration, supported by the manufacturer's certificates.
5. A proofing document confirming supply of same or similar items of this magnitude by Principal to various clients/ customers in countries in region and/ or globally.
6. Proven records of no less than 1 Project of similar value and complexity in which delivery and services are to be extended in various cities across the country.
7. Full detailed description of the specifications of the proposed items in addition to catalogues clearly showing the proposed specs responding to the technical requirements.
8. Supporting photos of the proposed items.
9. Duly signed Confirmation of Availability of spare parts at the manufacturer for at least 4 years, supported by the manufacturer's confirmation.
10. Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past (3 years).

Note: To be filled in by each partner in case Bid is submitted as a JV/ Consortium/ Association

Form D: Qualification Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:		Date:	
Tender reference:			

If JV/Consortium/Association, to be completed by each partner.

Previous Relevant Experience

Please list all Projects successfully completed in the last 3 years, covering following aspects;

- Previous similar projects/ assignments.
- Similar activities performed in different cities across Pakistan.
- Support Services Contracts in hand with SLA for the supplied goods.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by NAVTTC.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

History of Non-Performing Contracts

☐ Non-performing contracts did not occur during the last 3 years

☐ Contract(s) not performed in the last 3 years

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Financial Standing

Annual Turnover for the last 3 years	Year	PKR
	Year	PKR
	Year	PKR
Latest Credit Rating (if any), indicate the source		

Financial information (in PKR equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Technical Bid Proposal Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:		Date	
Tender reference:			

The Bidder’s Bid should be organized to follow this format of the Technical Bid Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same may be viewed as non-responsive.

PART-1: Bidder’s Qualification, Capacity, Financial Strength, Delivery Schedule, and Expertise etc.

- 1.1 Bidder’s general organizational capability: management structure, financial stability and project financing capacity, project management controls, extent of work to be subcontracted (if so, provide details).
- 1.2 Bidder’s relevance of specialized knowledge and experience on similar engagements done in the region/country. Bidder should submit a detailed description of the projects executed (quantities, value, and beneficiary).
- 1.3 Manufacturer’s strengths covering the regional/ global market presence, hi-tech products portfolio, manufacturing capacity, R&D activities resulting in national and international patents, quality control and assurance practices, and international certifications in relevant areas.
- 1.4 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of project describing relationship of key positions and designations.
- 1.5 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	
Position	
Nationality	
Language proficiency	
Education/Qualifications	
Professional certifications	
Employment Record/Experience	

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel:

Date (Day/Month/Year)

PART-2: Technical Proposal / Solution, Warranty, Support Services etc.

This section should demonstrate the Bidder's responsiveness to technical proposal / solution along-with specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications, post-delivery or after-sale warranty and support services of the goods supplied, addressing requirements, as specified, providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements. All important aspects should be addressed in sufficient detail along-with a proposal and a presentation.

- 2.1 Explain in detail the technical proposal / solution being proposed by the bidder with its pros and cons, comparison with market competitors, cost effectiveness, maintainability, operations, upgradation etc.
- 2.2 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.3 A detailed description of how the Bidder will provide the Warranty claims to the users, keeping in mind the span and complexity of the project in context of local conditions and project environment.
- 2.4 Explain whether any services or work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.5 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized controlled and delivered. Also, to provide delivery time and/or schedule.

The Pre-Qualified Bidders will be required to submit the below text on stamp paper after filling in the details and duly signed as well as stamped, as part of their RFQ Proposal.

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORK IN CONTRACTS WORTH RS. 10
MILLION OR MORE

(To be filled by the bidder as a part of technical proposal)

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

_____ hereby declare that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business partner.

Without limiting the generality of the forgoing, _____ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or 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 nature 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 consultant fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatever from GoP, except that which has been expressly declared pursuant hereto.

_____ 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ accept full responsibility and strict liability for making any false declaration, not making full discloser, 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

_____ [Buyer]
[Seller / Supplier]

CONTRACT AGREEMENT FORM CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2023 between National Vocational & Technical Training Commission (NAVTTTC) (hereinafter called —**the Purchaser -1**) of the one part and [*name of Supplier*]of[*city and country of Supplier*]

(hereinafter called —**the Supplier-2**) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [Title of Procurement and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called —**the Contract Price**).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. Request For Proposal (RFP)/Bidding Documents
 - a. Specifications /Requirements
 - b. Supplier's Bid (Bid Form & Price Schedule submitted by the bidder)
 - c. Notification of Award/ Acceptance Letter
 - d. Performance Security
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Purchaser)

Witness1:

Witness2:

Signed, sealed, delivered by the (for the Supplier)

Witness1:

Witness2:

General Conditions of Contract (GCC)

1. **Definitions:** Boldface type is used to identify the defined terms
 - a. **The Contract** is the Contract between the Purchaser and the Supplier / Service Provider to execute, complete, and maintain the Supplies, services and other work as specified in the Form of Contract or in other sections of the Contract.
 - b. The Purchaser means the organization purchasing the Goods, services and other works as named in Form of Contract.
 - c. **The Supplier** is a person or corporate body whose bid to carry out the Supplies / services / work has been accepted by the Purchaser and is named in the Form of Contract.
 - d. **The Supplier's Bid** is the completed document (RFP/Invitation for Bids together with attachments) submitted by the Supplier to the Purchaser.
 - e. **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - f. **Days** are calendar days; **months** are calendar months.
 - g. **A Defect** is any part of the Supplies, services and work not completed in accordance with the Contract.
 - h. **Specification** means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Purchaser.
 - i. **The Site** is stated in SCC: where supplies, services and work are to be made at Supplier's expenses.
2. **Scope:** The Supplier would provide supplies as stated in the Schedule of Requirements or any other requirements pursuant to GCC, during the period of the contract.
3. **Communications:** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract
4. **Language and Law:** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC
5. **Performance Security:**
 - 5.1 Within twenty one (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
 - 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
 - 5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank/Insurance guarantee issued by a scheduled bank/ SECP registered Insurance Company located in the Purchaser's country, in the form provided in the bidding documents **or** as per Clause 4 of Special Conditions of the Contract (SCC).

5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days after the completion of the Contract fulfilling all the obligations.

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

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

6.2 Payment shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

7. Taxes: The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract.

8. Price Adjustment: Prices charged by the Supplier for Job delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC.

9. Change Orders:

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

- a. Quantities of articles, equipment's and their specifications;
- b. The place of delivery/work and services.

9.2 If any such change causes increase or decrease in the cost of, or the time required for, the Supplier performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier receipt of the Purchaser's change order.

10. Amendment: Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11. Warranty: As specified in the SCC.

12. Inspections & Tests:

12.1 The Purchaser or its representative shall have the right to inspect and/or to test the quality of the supplies and services, to confirm their adherence to the Contract Specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

12.2 The inspections and tests may be conducted at point of delivery/services/work or at the final destination. If conducted, all reasonable facilities and assistance shall be provided at no charge to the Purchaser.

13. Supplier's Risks: The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Supplier's risks.

14. Liquidated Damages: Subject to GCC Clause 16, if the Supplier fails to deliver goods as specified in the Contract, timely, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed performance for each week 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 Clauses.

15. Quality: No variation in matter and material etc. from specifications/requirements will be allowed. In case of delayed/unsatisfactory performance or non-performance, Purchaser shall impose a suitable penalty which may lead to the termination of the contract in part or in full. The Purchaser will recover the cost of job with substandard quality i.e. other than specifications/requirement, from accrued payments. The name of such Supplier can also be posted on website of the NAVTTC for information of all Procuring Agencies.

16. Force Majeure: Either party may terminate the Contract by giving a thirty (30) days notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

17 Termination:

17.1 Termination for Default. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods, services and work assigned to him within the period(s) specified in the Contract; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPR 2004, in competing for or in executing the Contract.
- (d) if the Supplier becomes bankrupt or otherwise insolvent

17.2 Termination for Convenience .The Purchaser, by written notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

18. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to Grievances Redressal Committee and then arbitration in accordance with the Arbitration Act of 1940. However such proceedings cannot initiate till 45 days of the notification of disagreement. The decision of arbitrator shall be final and will have to accept both parties. Both parties shall bound to exercise above

mentioned remedial forums prior to exercising right of court of law for justice.

19. Extension of Contract: Fifteen days before the expiry of the contract period, both the parties with mutual agreement, can renew or extend the contract.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause1)

GCC 1 (i)—The Purchaser's site is: General Administration Section, National Vocational & Technical training Commission, Plot # 38, Kirthar Road, Sector H-9, Islamabad.

2. Performance Security (GCC Clause 5)

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

3. Payment (GCC Clause6)

Full (100 %) payment in Pak Rupees of the items supplied, services and work against each purchase order will be made upon receipt of invoices/delivery challan, after supply of the items, subject to issue of completion and satisfactory certificates by the Purchase/Technical Committee and subject to submission of the Performance Security (Bank/insurance Guarantee) as specified at GCC Clause 5 and SCC Clause 3.

4. Warranty (GCC Clause11)

The supplier will provide full support during the warranty period including replacement of all or partial supplies and removal of defect in work/services done till the satisfaction of the Purchaser and associated parts and components replacement without any cost to purchaser in case of damaged and under specifications of supply etc.

5. Liquidated Damages (GCC Clause14)

Subject to Clause 14 herein, if the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to **2 percent** of the purchase order for each week of delay until actual delivery or performance, up to **a maximum 10% deduction of contract value**. Once the maximum is reached, the purchaser may terminate the contract.
