

**TENDER DOCUMENT**  
**FOR**  
**SUPPLY OF 5,000 TABLETS ALONG WITH**  
**ACCESSORIES**



<b>Last Date and time of Tender Submission &amp; Opening</b>	<b>17<sup>th</sup> September 2019 (Tuesday) up to 12:00 pm</b>
<b>Technical Evaluation of Received Tenders</b>	<b>18<sup>th</sup> (Wednesday) September 2019 and onward</b>
<b>Venue</b>	<b>Provincial Institute of Teacher Education (PITE) Larama, Charsadda Road, Near Shaheed Benazir Women University Peshawar</b>

**Provincial Institute of Teacher Education (PITE)**  
**Elementary & Secondary Education Department**  
**Government of Khyber Pakhtunkhwa**

**Applicability of KPPRA Act 2012 and Khyber Pakhtunkhwa Procurement  
of  
Goods, Works and Services Rules, 2014**

This Tender Process will be governed by the Khyber Pakhtunkhwa Public Procurement Authority (KPPRA) Act, 2012 and Khyber Pakhtunkhwa Procurement of Goods, Works and Services Rules, 2014 as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the completion of the supply.

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## Part One - Section I.

### Instructions to Bidders

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## Instructions to Bidders

### A. Introduction

#### 1. Source of Funds

- 1.1 The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means ( i ) Provincial Consolidated Fund; ( ii) foreign assistance; ( iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
- 1.3 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

#### 2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.

2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

### **3. Eligible Goods and Services**

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 **The origin of goods and services is distinct from the nationality of the Bidder.**

### **4. Cost of Bidding**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **5. Content of Bidding Documents**

- 5.1 The bidding documents include:
- a) Instructions to Bidders (ITB)
  - b) Bid Data Sheet
  - c) General Conditions of Contract (GCC)
  - d) Special Conditions of Contract (SCC)
  - e) Schedule of Requirements
  - f) Technical Specifications
  - g) Bid Form and Price Schedules
  - h) Bid Security Form
  - i) Contract Form
  - j) Performance Security Form
  - k) Manufacturer's Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **6. Clarification of Bidding Documents**

- 6.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

### **7. Amendment of Bidding Documents**

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

## **C. Preparation of Bids**

### **8. Language of Bid**

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.



- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
  - b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 11. Bid Prices**
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
- 12. Bid Currencies**
- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 13. Documents Establishing Bidder's Eligibility and Qualification**
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents  
Establishing Goods'  
Eligibility and  
Conformity to  
Bidding Documents**

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
  - a) a detailed description of the essential technical and performance characteristics of the goods;
  - b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
  - c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand

names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **15. Bid Security**

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]<sup>1</sup>
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
  - b) irrevocable encashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - b) in the case of a successful Bidder, if the Bidder fails:
    - i. to sign the contract in accordance with ITB Clause 32;
    - or
    - ii. to furnish performance security in accordance with ITB Clause 33.

## **16. Period of Validity of Bids**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.

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<sup>1</sup> Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and Signing of Bid**

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

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

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**D. Submission of Bids**

**18. Sealing and Marking of Bids**

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

18.2 The inner and outer envelopes shall:

- a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

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

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

9.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in

accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 20. Late Bids**
- 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification And Withdrawal of Bids**
- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

#### **E. Opening and Evaluation of Bids**

- 22. Opening of Bids by the Procuring agency**
- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination**
- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **25. Evaluation and Comparison of Bids**

- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- a. incidental costs
  - b. delivery schedule offered in the bid;
  - c. deviations in payment schedule from that specified in the Special Conditions of Contract;
  - d. the cost of components, mandatory spare parts, and service;
  - e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
  - f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
  - g. other specific criteria indicated in the Bid Data Sheet and/or
  - h. in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

b. Delivery schedule.

i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

c. Deviation in payment schedule:

i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in

this invitation, at the rate per annum specified in the Bid Data Sheet.

d. Cost of spare parts.

i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

ii. The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

e. Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

g. Performance and productivity of the equipment.

i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

ii. Goods offered shall have a minimum productivity



specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

- h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

**Alternative**

**25.4 25.4 Merit Point System:**

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
<b>Total</b>	<b>100</b>

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

**26. Contacting the Procuring agency**

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**27. Post-qualification**

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an

		examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<b>28. Award Criteria</b>	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
<b>29. Procuring agency's Right to Vary Quantities at Time of Award</b>	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids</b>	30.1	The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
<b>31. Notification of Award</b>	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
<b>32. Signing of Contract</b>	32.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
<b>33 Performance Security</b>	33.1	Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the

annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

**34. Corrupt or Fraudulent Practices**

34.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

**36. Integrity Pact**

35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

## **Part One - Section II.**

### **General Conditions of Contract**

### **Notes on the General Conditions of Contract**

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

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## General Conditions of Contract

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
  - d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - e. “GCC” means the General Conditions of Contract contained in this section.
  - f. “SCC” means the Special Conditions of Contract.
  - g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
  - h. “The Procuring agency’s country” is the country named in SCC.
  - i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
  - j. “The Project Site,” where applicable, means the place or places named in SCC.
  - k. “Day” means calendar day.

### 2. Application

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

### 3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially

- different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Government**
- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance Security**
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or



b. a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

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

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

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

8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

- 10. Delivery and Documents**
- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.
- 11. Insurance**
- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
- 12. Transportation**
- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services**
- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
  - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
- 14. Spare Parts**
- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - b. in the event of termination of production of the spare parts:
    - i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency

to procure needed requirements;

- ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments

authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

- 18. Change Orders**
- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
  - b. the method of shipment or packing;
  - c. the place of delivery; and/or
  - d. the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
- 19. Contract Amendments**
- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment**
- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 21. Subcontracts**
- 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance**
- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause

22.2 without the application of liquidated damages.

**23. Liquidated Damages**

2.31 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond

the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**26. Termination  
for Insolvency**

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

**27. Termination  
for  
Convenience**

27.1 The Procuring agency, 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 Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of  
Disputes**

28.1 The Procuring agency 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 the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

**29. Governing  
Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

- 30. Applicable Law**                      30.1    The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
- 31. Notices**                              31.1    Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2    A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**                      32.1    Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Provincial Institute of Teacher Education (PITE)  
Elementary & Secondary Education Department  
Government of Khyber Pakhtunkhwa

**TENDER DOCUMENT**

**For**

**Supply of 5,000 Tablets along with Accessories**



**PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility



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## Notice Inviting Tenders Tender for Supply of 5,000 Tablet PCs and allied Accessories



Sealed quotations/bids are hereby invited from the Original Equipment Manufacturers or well-established/ reputed firms/ contractors/ dealers/ distributors and suppliers having authority letter of the manufacturer or Principal Manufacturing License, registered with Income tax and Sales tax departments and are on the active tax payer list of the Federal Board of Revenue (FBR) for the supply of **5,000 Tablets and accessories**.

1. The detailed bidding documents can be obtained from the office of the **Deputy Director (Admin) Provincial Institute of Teacher Education (PITE), Khyber Pakhtunkhwa, Peshawar**
2. Each bidding firm will provide an undertaking that;
  - a. The firm is not black listed or defaulter in any public sector procurement in the last 3 years.
  - b. The firm is not defaulter with any Scheduled Bank.
3. The bidders are required to submit the bids under **Single Stage Two Envelops** procedure.
4. "Tender for the supply of Tablet PCs along with accessories" must be mentioned on the sealed envelope(s) containing the bid.
5. Two percent (2%) earnest money of the bid cost must be accompanied with the tender document (attached with financial proposal sealed separately) in the shape of Call Deposit (CDR) from any scheduled bank in the name of **Director Provincial Institute of Teacher Education (PITE), Peshawar**.
6. Bids should be valid up to a minimum period of **120 days**.
7. Rates quoted must include all kind of levies/ taxes and auxiliary charges (such as delivery charges at site or freight charges are also assumed to be included in the offered/ quoted price).
8. All Kind of taxes/duties applicable by Government shall be charged as per the directives of the Government issued from time to time.
9. Sealed quotations/bids must reach to the office of the undersigned by **1200 pm on Tuesday 17<sup>th</sup> September 2019 and will be opened on the same day 12:30 pm** in the presence of supplier/bidder or their authorized representatives who wishes to attend.
10. Each and every page of the Original Tender Document be duly signed and stamped by the authorized person of the Bidding firm.
11. Bids/ quotations received after fixed date and time will not be accepted/ entertained.
12. Incomplete Tenders, defective Tenders, Tenders not conforming to the Tender documents shall be liable to rejection.
13. The procurement entity reserves the right to reject any or all quotations under KPPRA rules 2014 with valid reasons.
14. The tender notice and Bid Document is also available on the websites of Khyber Pakhtunkhwa Elementary and Secondary Education Department <http://kpese.gov.pk/>, PITE [www.pitek.gov.pk](http://www.pitek.gov.pk) and KPPRA <http://kppra.gov.pk/>.

**Note: Errors / Omissions are subject to rectification.**

**Provincial Institute of Teacher Education  
Government of Khyber Pakhtunkhwa,  
Larama, Charsadda Road, Near Shaheed Benazir Bhutto Women University  
Peshawar  
Phone# 091-9224783 Email: [directorpitekpk@gmail.com](mailto:directorpitekpk@gmail.com)**

## Section II. Bid Data Sheet

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

1	Tender Inviting Authority	Deputy Director (Admin), Provincial Institute of Teacher Education Government of Khyber Pakhtunkhwa, Elementary & Secondary Education Department.
2	Name of the Work	<b>Supply of 5,000 Tablets loaded with already developed Learning Management System (LMS) and Accessories</b>  <b>NOTE:</b> LMS will be provided by the purchaser to the successful vendor/ Bidder who shall be responsible for loading LMS in 5,000 tablets
3	Quantity	<b>Total 5,000 tablets with accessories mentioned in the specifications</b>  <b>Note:</b> The Purchaser reserves the right to modify, reduce or increase the quantity.
4	Availability of Tender Documents (hard copies).	Office of the Deputy Director (Admin), Provincial Institute of Teacher Education, Peshawar Phone # 091-9224783
5	Methods of Procurement of Goods	The bidders are required to submit the bids under <b>Single Stage Two Envelops procedure</b> as per KPPRA rules. Each envelope shall contain separately the financial proposal and technical proposal.
6	Earnest Money (EM)	<b>2%</b> of the Tender price as CDR/Bank Draft Original attached with financial proposal and undertaking attached in the technical proposal
7	Pre-Bid Conference	Office of Director, Provincial Institute of Teacher Education (PITE) <b>at 11:00 am</b> on Tuesday, 3rd September 2019
8	Due Date, Time and Place of submission of Tender Documents	Tender Documents shall be received till Tuesday, 17th September 2019 up to <b>12:00 pm</b> in the Office of Provincial Institute of Teacher Education (PITE), Peshawar.
9	Date, Time and Place of Technical Tender opening	<b>18<sup>th</sup> September Onwards</b> in the Office of Director, Provincial Institute of Teacher Education (PITE), Peshawar.
10	Award criteria	The supply order shall be based on Section 2 (C) (i) of KPPRA Act 2012

## II.I MINIMUM ELIGIBILITY/QUALIFICATION CRITERIA

The Tenderer(s)/ Bidder should meet the following Eligibility/Qualification Criteria to participate in the Tender Process and must enclose documentary proof for fulfilling the Eligibility/ Qualification in the Technical Proposal:

S#	Minimum Eligibility/ Qualification Criteria	Proof to be submitted for fulfilling Eligibility/Qualification Criteria	Check List
			Yes (✓) No (X)
1.	Registration of the bidder with Income Tax Department	Certificate of Registration and in Active Tax-payer List	
2.	Bidder should be Original Equipment Manufacturer (OEM) or its Authorized Distributor/Dealer/ Organization Note: Joint Venture Bids will not be accepted	Specific authorization (Certificate of Incorporation/ Registration of Authorized Distributor/Dealer / Principal Manufacture license)	
3.	The bidder must be in the manufacturing, sales, or supply business of tablets for at least three (3) years.	Attested Company Profile should be submitted	
4.	Bidder should <b>NOT</b> be: a) blacklisted by any of the Provincial/Federal Government or Organizations of the State/ Federal Government in Pakistan b) defaulter of any scheduled bank	a) Each bidding firm will provide an undertaking on stamp paper that the firm is not black listed or defaulter in any public sector procurement in the last 3 years b) Each bidder will provide undertaking that firm is not defaulter of any scheduled bank	
5.	Fully compliance to the minimum specification in the Bid document	Minimum specifications mentioned in section 10 of Tender Documents are fully met/ fall under the specifications given by the Bidder (in case higher specifications submitted)	
6.	At least one service center of quoted Brand should already exist in Pakistan	Complete address and contact details provided	
7.	The Bidder has submitted the sample tablet with the Bid Documents	Sample tablet as per the specifications quoted in the Bid Documents	
8.	PTA registration	Each tablet must be registered with PTA	

## II.II Proposals Evaluation Criteria

Proposals will be evaluated on 70:30 ratio (70% marks for technical and 30% marks for financial proposals)

### TECHNICAL EVALUATION CRITERIA (70%)

Sr. No	Description	Criteria for Scoring	Score
1.	Weightage for additional feature	Additional features of the product (One mark for each additional feature).  Additional feature is any improved feature in terms of quality, reliability, after sales service, added specs or upgraded ability & the combination of whole-life cost etc. Additional features will be considered in the following areas:  1. RAM 2. Internal Storage 3. Processor 4. Battery (MAh) 5. Warranty (extended)	5
2.	Product Quality	Presentation and benchmark testing of the sample product with the required specifications	5
3.	Similar projects of same nature (each project with minimum worth of 5 million) during last 5 years (Bidder will provide contracts / purchase orders / completion certificate)	3 Projects or above	15
		2 Projects	10
		1 Project	5
4.	Average Working Capital/ Average Net Worth of last three years (Bidder will provide the last three years Audited Financial Statements)	+100m and above	15
		+50m to 100m	10
		10 to 50m	5
5	Income Tax (Average for the last three years, Income Tax Returns to be Annexed)	+10m and above	15
		+3m to 10m	10
		1 to 3m	5

6.	Service Centre(s) of quoted Brand (provide postal addresses and contact details; contact person name and numbers)	minimum 6 service centers in KP province (one in each region)	<b>15</b>
		minimum 4 service centers in KP province	10
		minimum 2 service center in KP province	5
7.	Market existence of quoted Brand (Bidder will provide proof of brand existence in Pakistan)	10 years or above in Pakistan	<b>10</b>
		5 or below 10 years in Pakistan	6
		3 years or below 5 years in Pakistan	3
8.	After Sales Support mechanism Bidder will provide undertaking and a draft service level agreement for the response and repair work	Response and repair Time 3 days	<b>10</b>
		Response and repair Time 4 to 5 days	6
		Response and repair Time 6-10 days	3
9.	Delivery period (Bidder will provide the undertaking)	Within <b>30 days</b> of the issuance of Letter of Acceptance / or signing of agreement	<b>10</b>
		Within <b>31-45 days</b> of the issuance Letter of Acceptance / or signing of agreement	8
		Within <b>46-60 days</b> of the issuance of Letter of Acceptance / or signing of agreement	5
<p><b>TOTAL MARKS: 100</b></p> <p><b>Qualifying Marks:</b> Financial proposal will be opened of those firms who get 50 marks in technical proposals which is the qualifying marks.</p> <p><b>Weightage of technical proposal:</b> Marks of the technical proposal will be converted into the value of <b>70%</b></p>			

## **FINANCIAL EVALUATION CRITERIA (30%)**

Only firms qualifying **technical evaluation** will be invited for opening of financial proposals. Financial bids of the technically qualified firms will be opened before the representatives who wish to attend the tender opening on the date mentioned in the Bid Invitation. Any change in the date and venue will be intimated to the Bidders.

### **Procedure for Calculation of Financial bid**

- a) Financial proposal will be opened of those firms who get qualifying marks in technical proposals.
- b) Proposals will be calculated on 70:30 ratio (70% marks for technical and 30% marks for financial proposals)

**30% weight-age will be given to Financial Proposals** of the Firms. The formula for financial scoring is that the lowest bidder gets 30 points and for the other bidders (Quoted bid of the bidder, divided by lowest bid, multiplied by 30).

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B

Value quoted by third lowest bidder = C

Financial scoring of the lowest bidder will be = 30

Financial scoring of the second lowest bidder will be =  $(A/B)*30$

Financial scoring of the third lowest bidder will be =  $(A/C)*30$

### **Total Score and award of contract**

Total score will be calculated as follows:

$(70\% \text{ of Technical Score} + 30\% \text{ of Financial Score}) = \text{Total Score}$

**Contract will be awarded to the Firm with maximum accumulative score (Technical Score + Financial Score).**

### Section III. Special Conditions of Contract

S.No.	Special Conditions
1.	Specifications mentioned in <b>Section V</b> are minimum requirements of the PC Tablets which <b>MUST</b> be met by the participating Bidders/ Firms. Participating Bidders/ Firms can submit tablets with higher specifications except display specification, however, the decision will be based upon the criteria mentioned in <b>Section II.II.</b>
2.	The successful bidder will be required to install: a) Government of Khyber Pakhtunkhwa and PITE logos on BIOS and printed over the tablet as well b) Install Learning Management System provided by the purchaser in all the tablets
3.	The Bidders shall enclose catalogues/ leaflets/ literature and other technical data, if any in respect of tablets offered.
4.	A certificate should be given by the bidders that they will be responsible for the free replacement of the Tablets if the same is found to be substandard and /or at variance with the specifications given in the Tender/ Bid Documents. In case a similar Tablet offered is at variance with the specifications given in the section 10 “Description of items and quantity”, the bidders must clearly identify variations in their offers. Tablets offered of a specification superior to the one specified in the Bid document shall, however, be acceptable.
5.	Single item should be submitted by the participating Bidder. Bid will be deemed cancelled in case of more than one item is mentioned in the Bid proposal. No Alternate Bid is allowed.
6.	Bidders must provide valid ISO 9001 Quality Management Certificate



## **TENDER PREPARATION AND SUBMISSION**

Tenderers should examine all Instructions, Terms and Conditions and Technical Specifications as given in the Tender Documents. Failure to furnish information required in the Tender Documents or submission of Tenders not substantially responsive or viable in every respect will be at the Tenderer's risk and may result in rejection of the Tenders. Tenderers should strictly submit the Tender as specified in the Tender Documents, failing which the Tenders will be held as non-responsive and will be rejected.

The Tenders should be submitted in **single stage two envelopes** viz. **(1) Technical Proposal** and **(2) Financial Proposal**. The Technical Proposal and Financial Proposal shall be submitted in two separate sealed covers/ envelopes. The Tenders shall be addressed to **"The Director Provincial Institute of Teacher Education (PITE), Peshawar, Government of Khyber Pakhtunkhwa"**.

### *Technical Proposal (Envelope A)*

- a. The Technical Proposal will enable the Purchaser to evaluate whether the Tenderer is technically competent and capable of executing the order. Only those Tenders which qualify in the Technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of Tenderers who failed in the Technical stage will not be opened.
- b. The Technical Proposal format as given in the Tender shall be filled, signed and stamped on all pages. The Purchaser will not be responsible for the errors committed in the Tenders by the Tenderers.
- c. The Technical Proposal should strictly NOT contain any Price/Cost indications as such otherwise the Tenders will be summarily rejected.**
- d. The Tenders shall be typed and signed by the authorized person of the Tenderer. All pages of the Tender shall be signed and stamped by the authorized person.
- e. Any alterations, deletions or overwriting will be treated as valid only if they are attested by the full signature by the authorized person.
- f. The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. **The Technical Proposal cover** shall be super scribed with **"Technical Proposal for Supply of Tablets"**. **"FROM" address** and **"TO" address** shall be written without fail otherwise the Technical Proposal is liable for rejection. This envelope containing Technical Specifications shall be super scribed as "Technical Proposal",
- g. The technical proposal shall include an affidavit stating that a bid security amounting to **2% of the total amount** without indicating the figure has been sealed in financial proposal.

### *Financial Proposal (Envelope-B)*

- a. All the Priced items as asked in the Tender Documents should be filled in the Financial Proposal format as given in the Tender Documents.
- b. **The prices quoted shall be in PAK RUPEES only (both in figures and words).**
- c. **The Tender is liable for rejection if Financial Proposal contains conditional offers or partial offers.**
- d. The Financial Proposal of the Tenderer shall also include the price breakup of taxes/duties. All taxes / duties as applicable shall be responsibility of the Tenderer. If any exemption is obtained by the purchaser, the same shall be adjusted accordingly in the final price of successful Tenderer.
- e. The cost quoted by the Tenderer shall be valid and unchanged for a period of **120 calendar days** from the date of opening of the proposal.
- f. 2% Bid Security in the form of Call Deposit Receipt (CDR) of the total amount of the bid/tender should be kept sealed in the financial proposal.
- g. The Financial Proposal (**Envelope-B**), shall be containing separate sealed quotes. The Financial Proposal cover shall be sealed and super-scribed with **“Financial Proposal for Supply of Tablets”** . The **“FROM” address** and **“TO” address** shall be written without fail otherwise the Financial Proposal is liable for rejection.

### *Outer Cover*

The Technical Proposal cover (**Envelope-A**) and Financial Proposal cover (**Envelope-B**) shall then be put in a single outer cover and sealed. The outer cover shall be super-scribed with **“Tender for Supply of Tablets”**. The **“FROM” address** and **“TO” address** shall be written without fail otherwise the Technical Proposal is liable for rejection.

- 1. Envelope-A: Technical Proposal (properly sealed)**
- 2. Envelope-B: Financial Proposal (properly sealed)**
- 3. Both the Envelopes A and B should be put in a single outer cover and properly sealed**

**Note: Sample of the quoted item (with accessories) and full packing shall be presented at the time of Technical bid opening.**

## **TENDER EVALUATION AND AWARD OF CONTRACT**

### ***Suppression of facts and misleading information***

During the Tender evaluation, if any suppression or misrepresentation of information is brought into the notice of the Purchaser, the Purchaser shall have the right to reject the Tender and if it happens so after selection of the Tenderer, the Purchaser may terminate the Contract or award the Contract or further processing of the Tender as the case may be and that will be without any compensation to the Tenderer and the Earnest Money (EM)/ Tender Security (TS), as the case may be, shall be forfeited.

Tenderers should note that any facts or figures in the supporting documents submitted by the Tenderers for proving their eligibility is found suppressed or erased, the Purchaser shall have the right to seek the correct facts and figures or reject such Tenders.

### ***Rights of the purchaser***

The Purchaser reserves the right to:

- a. Insist on quality/ specification of materials to be supplied.
- b. Modify, reduce or increase the quantity as specified in the Tender document.
- c. Withhold any amount for the deficiencies in the delivery and service of items to the end users.

## **EXECUTION OF WORK**

### ***Acceptance of the Tender***

The final acceptance of the Tender is entirely vested with the Purchaser who reserves the right to accept or reject any or all of the Tenders in full or in part. The Purchaser may also reject the Tenders for reasons such as changes in the scope of procurement, new technologies, court orders, accidents or calamities and other unforeseen circumstances. After acceptance of the Tenders by the Purchaser, the Tenderers shall have no right to withdraw their Tenders or claim higher price.

### ***Letter of Acceptance (LOA)***

After acceptance of the Tenders by the Purchaser, a Letter of Acceptance (LOA) will be issued only to the Successful Tenderer.

### ***Execution of Agreement***

1. The Successful Tenderer/ Bidder shall execute a Contract on a stamp paper of the value of Rs.100 bought in favour of the Purchaser only in the name of the Tenderer.
2. The Successful Tenderer shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of the Purchaser.

### *Delivery Schedule*

The items/goods shall be delivered in the office of Provincial Institute of Teacher Education (PITE), Charsadda Road, Landi Sarak, Larama, Peshawar (091-9224783) within the time frame mentioned in the technical proposal of the successful bidder from the date of supply order/ Letter of Acceptance, otherwise, penalty @ Rs.10,000/- per each additional day will be imposed on late supply. The firm with less delivery days will get more marks in evaluation (as specified in the evaluation criteria section).

**Note: The firm MUST provide all the material mentioned in description of the items (Section V) and No partial supply will be accepted.**

## TECHNICAL PROPOSAL (Envelop-A)

### *Profile of the bidders*

S. No	Particulars	Tenderer
1.	Name of the Company	
2.	Year of incorporation	
3.	<b>Registered office</b>	
	Address	
	Office Telephone Number	
	Fax Number	
4.	<b>Contact Person</b>	
	Name	
	Personal Telephone Number	
	Email Address	
5.	<b>Local office if any</b>	
	Address	
	Office Telephone Number	
	Fax Number	
6.	<b>Tender Signing Authority</b>	
	Name	
	Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Authorization or Power of Attorney to sign and submit the	
7.	<b>Registration Details</b>	
	Valid NTN Registration Number	
	GST Registration Number	
	Service Tax Registration Number if	
8.	Any other Registration with name	
9.	Bank Name, Address and Account Numbers	

**Note: Sample of the quoted item (with accessories) and full packing shall be presented at the time of Technical bid opening.**

*Details about the Registration/Incorporation Certificate of Authorized Partnership / Dealership with the Principal Manufacturer license for sales/supply of the offered/quoted International brand of Server/PCs etc. (Annex Certificates)*

## Firm's/Organization Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out similar nature of projects

Assignment name:	Approx. value of the contract (in current Pak Rs.):
Country: Location within country:	Duration of assignment (months):
Name of PE:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Pak Rs. ):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Note: Please fill out separate sheet for each of the similar project implemented

## Furnish details for meeting the Eligibility Criteria

### 1. Details about Working Capital / Net Worth (Last Three Years)

S#	Audited Years	Tenderer
1.	2018 – 2019	
2.	2017 – 2018	
3.	2016 – 2017	
<i>Please enclose audited Annual Reports including Balance sheets, Income statement and Profit and Loss accounts for the audited years</i>		

### 2. Details about Income Tax (Last Three Years)

S#	Audited Years	Tenderer
1.	2018 – 2019	
2.	2017 – 2018	
3.	2016 – 2017	
<i>Please enclose audited Annual Reports, Income Tax returns/ certificate.</i>		

### 3. Details about Net Income (Last Three Years)

S#	Audited Years	Tenderer
1.	2018 – 2019	
2.	2017 – 2018	
3.	2016 – 2017	
<i>Please enclose audited Annual Reports including Balance sheets, Income statement for the audited</i>		

### 4. Details about Annual Sales (Last Three Years)

S#	Audited Years	Tenderer
1.	2018 – 2019	
2.	2017 – 2018	
3.	2016 – 2017	
<i>Please enclose Annual Reports, Income Tax returns.</i>		

**5. Details about Computer Hardware Projects (Last Five Years)**

S#	Audited Years	Tenderer
1.	2017 – 2018	
2.	2016 – 2017	
3.	2015 – 2016	
4.	2014 – 2015	
5.	2013 – 2014	
<i>Please enclose Purchase orders, agreements, inspection reports, payment proof indicating the item and amount.</i>		

**6. Details about HR Capacity/Requirement**

Sr. No.	Name	Designation	Department	Length of Service
1.				
2.				
3.				
4.				

**Note:** Please add number of rows as per the staff categories. Please attach short profiles of key persons

**7. Details about the Non-Blacklisting:**

S#	Description	Tenderer
1.	Does the Tenderer have been blacklisted by any of the Federal and Provincial Government or organizations of the State/Central Government in Pakistan in the past three years?	Tenderer should submit the undertaking letter.
2.	The firm is not defaulter with any Scheduled Bank.	

**8. Details about the Non-Defaulters:**

S#	Description	Tenderer
1.	Does the Tenderer have been non-defaulter of any Federal and Provincial Government or organizations or any scheduled commercial bank in Pakistan in the past three years?	Tenderer should submit the undertaking letter.



**9. Details of Service Centers:**

<b>S#</b>	<b>Province</b>	<b>District/ City</b>	<b>Name, address, Phone Number of Service Centers</b>
1			
2			
3			
4			
5			

**10. Details about the Commitment from the Tenderer to meet the Supply within Delivery Schedule (Pl provide an Undertaking)**

Signature of authorized person: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Name and Address: \_\_\_\_\_

Stamp of Tenderer:

### **11 Bid Security**

The technical proposal shall include an affidavit stating that a bid security amounting to 2% of the total amount **without indicating the figure** is included in the financial proposal.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Please furnish details</b>
1.	Name of the Bank	
2.	CDR No	
3.	Date	

**Note: Do not mention the amount here**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal:

## ***12. Certificate as to Authorized Signatories***

I certify that I am \_\_\_\_\_ of the \_\_\_\_\_, having CNIC \_\_\_\_\_ and that Mr./Ms. who signed the above Tender Documents and has been duly authorized to sign the same on behalf of our Company/Firm/Organization?

**Note:** Please get it signed by the Chairman/MD/CEO/Head of Board of Directors/  
Owner/ Partner etc.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal:

**Table of Clauses**

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## Special Conditions of Contract

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

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is:

GCC 1.1 (h)—The Procuring agency's country is:

GCC 1.1 (i)—The Supplier is:

#### Sample Provision

GCC 1.1 (j)—The Project Site is: *[if applicable]*

### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: *[Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.]*

*[The following provision should be used in the case of Goods having warranty obligations.]*

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

### 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

### 5. Packing (GCC Clause 9)

#### Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

**6. Delivery and Documents (GCC Clause 10)**

**Sample provision (DDP terms)**

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. copies of the packing list identifying contents of each package;
- iv. insurance certificate;
- v. Manufacturer's or Supplier's warranty certificate;
- vi. inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vii. certificate of origin.

**7. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

**8. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

*[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]*

**9. Spare Parts (GCC Clause 14)**

GCC 14.1—Additional spare parts requirements are:

**Sample provision**

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

**10. Warranty (GCC Clause 15)**

**Sample provision**

GCC 15.2—In partial modification of the provisions, the warranty period shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees

specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- b. pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (\_\_\_\_\_).

*[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]*

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

## 11. **Payment (GCC Clause 16)**

### **Sample provision**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

### **Payment for Goods supplied:**

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

- i. Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency.
- ii. On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- iii. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency.

Payment of local currency portion shall be made in \_\_\_\_\_ [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

- iv. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.
- v. Part payment on part supply may be allowed

**12. Prices (GCC Clause 17)**

**Sample provision**

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. *[To be inserted only if price is subject to adjustment.]*

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate:

Maximum deduction:

*[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]*

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be:

**16. Applicable Law (GCC Clause 30)**

GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**

**17. Notices (GCC Clause 31)**

GCC 31.1—Procuring agency's address for notice purposes:  
—Supplier's address for notice purposes:



## Section IV. Schedule of Requirements

### **Notes for Preparing the Schedule of Requirements**

The Schedule of Requirements shall be included in the bidding documents by the Procuring agency, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VI. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 29.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Procuring agency's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

### **Schedule of Requirements**

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

<b>Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery schedule (shipment) in weeks/months from_____</b> <sup>2</sup>
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<sup>2</sup> The Procuring agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

## Section V. Technical Specifications

### **SPECIFICATION OF ITEMS AND QUANTITIES**

Below mentioned specifications are minimum requirements of the required PC Tablets which MUST be met by the participating Bidders/ Firms. Participating Bidders/ Firms can submit tablets with higher specifications however the decision will be based upon the evaluation criteria mentioned in **Section II.II** “Technical Evaluation Criteria” and “Financial Evaluation Criteria” of the this document.

Description	Quantity
<p><b><u>Tablet PCs</u></b></p> <ol style="list-style-type: none"> <li><b>1. Display:</b> 8” to 10.5” HD Screen with minimum resolution of 800 x 1280 pixels IPS, 10-Point Multi-Touch</li> <li><b>2. RAM:</b> minimum 2 GB</li> <li><b>3. Internal Storage:</b> 16 GB or higher</li> <li><b>4. Processor:</b> Quad-core 1.4 GHZ or higher</li> <li><b>5. Network:</b> Wi-fi and 4G enabled SIM</li> <li><b>6. Memory Card Slot:</b> micro SD support minimum 64 GB or higher (Dedicated slot)</li> <li><b>7. Battery:</b> Standard Battery Capacity 4000 mAh (Li-On) or higher</li> <li><b>8. GPS:</b> Yes</li> <li><b>9. Camera:</b> Primary (Rear) 5.0 MP (or higher), Secondary (front) 2.0 MP (or higher)</li> <li><b>10. Bluetooth:</b> Yes</li> <li><b>11. USB:</b> Supports USB 2.0 or higher</li> <li><b>12. OS:</b> Should be at least 7.0 Android</li> <li><b>13. Multimedia:</b> MP3 audio, MP4 video and document viewer (PDF)</li> <li><b>14. Earphone:</b> Connector 3.5 mm Jack Stereo</li> <li><b>15. Tablet Warranty:</b> One-year local minimum</li> <li><b>16. Accessories:</b> Standard as prepacked (Charger, Ear phone)</li> <li><b>17. SD Card:</b> Capacity minimum (SDXC 32 GB with warranty (Speed class minimum 10)</li> <li><b>18. Tablet Cover:</b> Folio Folding Compact, Durable, designed to protect tablet PCs</li> <li><b>19. Protector:</b> Glass Screen protector</li> <li><b>20. Colour:</b> Black/ Silver/ White</li> </ol>	<p><b>5,000</b></p>

## Section VI. Sample Forms

### Notes on the Sample Forms

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

**The Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

**The Performance Security and Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

**The Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

## Sample Forms

<b>S.No.</b>	<b>Descriptions</b>	<b>Pg. No.</b>
1.	BID FORM AND PRICE SCHEDULES	61
2.	BID SECURITY FORM	63
3.	CONTRACT FORM	64
4.	PERFORMANCE SECURITY FORM	65
5.	BANK GUARANTEE FOR ADVANCE PAYMENT	66
6.	MANUFACTURER'S AUTHORIZATION FORM	67
7.	INTEGRITY PACT	68

## 1. Bid Form and Price Schedules

Date: \_\_\_\_\_  
IFB No: \_\_\_\_\_

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
signature]

\_\_\_\_\_  
[in the capacity of]

**Price Schedule in Pak. Rupees**  
**FINANCIAL PROPOSAL: (Envelope-B)**

All prices must be quoted in PAK RUPEE only. Financial Proposals should be substantially in the form of Cost Worksheets provided below:

DESCRIPTION	TABLETS
<b>Brand along with Accessories</b>	
<b>Model</b>	
<b>Unit Price (Without Taxes)</b>	
<b>Total Price (Without Taxes)</b>	
<b>General Sales Tax (per unit)</b>	
<b>Income Tax (Per unit)</b>	
<b>Other Taxes/ Duties/ Charges (if any)</b>	
<b>TOTAL Unit PRICE (Including ALL Taxes, Duties and Charges)</b>	
<b>Tablets Quantity</b>	<b>5,000</b>
<b>Total cost of 5,000 tablets</b>	
<b>TOTAL PRICE in Words: Rupees</b>	

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of authorized person: \_\_\_\_\_  
 Name of authorized person: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Name and Address: \_\_\_\_\_  
 Stamp of the Tenderer: \_\_\_\_\_

## 2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring agency] (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
  - a. fails or refuses to execute the Contract Form, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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*[signature of the bank]*



### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* 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.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

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

#### 4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[Address]*

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*[date]*

## 5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[Address]*

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*[date]*

## 6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

\_\_\_\_\_  
*[signature for and on behalf of Manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

### 7. INTEGRITY PACT

#### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....[Seal]

Signature: .....{Seal}