



**Bid Solicitation Documents (BSDs) under Framework Agreement
For
Procurement of School Furniture**

Under

**National Competitive Bidding (NCB)
Directorate of Elementary & Secondary Education (E&SE)
GT Road, Peshawar
Government of Khyber Pakhtunkhwa**

Preface

These Bid Solicitation Documents have been prepared for use by the Elementary & Secondary Education Department, through Directorate of Elementary & Secondary Education under National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014 Provisions, which are intended to be used and will remain unchanged are in Part-One, these includes Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part - Two has five sections. Any amendment or variation in the Instructions To Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) & Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation For Bid (IFB), Bid Data Sheet (BDS) & Special Conditions of Contract (SCC). Part -Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part-Two: Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Part-Two: Section-IV also contains standardized Sample Forms and Schedules to be submitted by the bidder; and Part-Two: Section V contains in the end, exceptions to the list of eligible countries for the procurement activity under consideration.

Part One

FIXED CONDITIONS OF CONTRACT

1. Instructions to Bidders (ITB)
2. General Conditions of Contract (GCC)

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.

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Part-One

Instructions To Bidders (ITB)

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Instructions to Bidders (ITB)

Scope of Bid

1.1 Director Elementary & Secondary Education invites bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirement of field formations (Schools) working under administrative control of E&SE Department, Government of Khyber Pakhtunkhwa with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

2. Source of Funds

2.1 The client as mentioned in the **Bid Data Sheet (BDS)**

3. Eligible Bidders

3.1 This Invitation for Bids (IFB) for purchase of school furniture is open to all eligible firms as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part-Two: Section-III of these Standard Bidding Documents.

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3 The authorized dealer must possess valid authorization from the Principal Manufacturer. However, in case of Manufacturer, they should have a documentary proof as per standards applicable or as prescribed in the Bid Form 3B: Section IV of these Standard Bidding Documents to the effect that they are the Manufacturer of the required specifications of Goods.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**.

3.5 A Bidder shall not have a **conflict of interest (COI)**. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the

procurement of the goods to be purchased under these Standard Bidding Documents ; or

(b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Bid Solicitation documents. However, this does not limit the participation of subcontractors in more than one bid.

3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4. Corruption and Fraud.

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

5. Eligible Goods and Services.

5.1 All goods and related services related to be supply under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as supply, transportation, installation, insurance, after sale service etc.

6. Cost of Bidding.

6.1 The Bidding Documents will be available from the date of publishing of the IFB and will be available up-to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding modality.

7.1 A Bidder, if he so chooses, can bid only for a cluster of districts/ district from the available list of districts as a whole from the list of goods provided for in the Schedule of Requirements.

7.2 There shall be a priority preference of the districts for each bidder. The competition amongst the bidders will be on the basis of their order of preference given in their bidding documents. The contract shall be awarded on the basis of award criteria given in **Bid Data Sheet** in compliance of section 2 (c) (i) of the KPPRA Act 2012

7.3 Bidder cannot bid for partial quantities of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE LIST OF THE ITEMS AS PER SCHEDULE OF REQUIREMENT.

The Bidding Procedure

8. The Governing Rules.

8.1. The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 06(2) (b) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:

Single Stage, Two Envelope Procedure: Rule 2(b) KPPRA 2014

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately **the Technical Proposal and the Financial Proposal**;
- ii) The envelopes shall be marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv) The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of Procuring Entity without being opened;
- v) The Procuring Entity shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

- vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii) The financial proposals of bids shall be opened in the presence of the bidders or their representatives who chose to attend at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii) After the evaluation and announcement of the technical proposal the Procuring Entity shall at a time within the bid validity period, open the financial proposals of the technically accepted bids only, in the presence of the bidders or their representatives who chose to attend. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders;
- ix) The cumulative total score based on technical score and financial score obtained by each bidders will be calculated and the ranking of the bids will be made in order to determine the highest ranking fair bid; and
- x) The bid found to be the highest ranking fair bid in accordance with section 2 (c) (i) read with section 31 of the KPPRA Act 2012 shall be the best evaluated bid and will be considered for award of contract.

The Bidding Documents

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet (BDS)
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Evaluation Criteria
- (g) Schedule of Requirements (List of Required Items & its specifications)
- (h) Technical Specifications/Sample Size& Ancillary Services
- (i) Sample Forms & Schedules

10.2 The "Invitation for Bids (IFB)" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 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 shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Entity in writing at the Procuring Entity's address indicated in the **Bid Data Sheet (BDS)**. The Procuring Entity shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s). The purpose of pre-bid meeting is to clarify the functional requirements of the Procuring agency and the feedback from the bidders so offered. This is in line with the general principles of procurement as enunciated under section 03 of the KPPRA Act 2012

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submission shall be written in English. 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 English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods

and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the **Bid Data Sheet (BDS)**, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price which must include all the taxes, levies, duties, prescribed price and any other price as mentioned in the **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Entity.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional, Optional or alternate offer/bid shall also be considered as non-responsive Bid.

15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet**.

17. Samples.

17.1 The Bidder shall provide samples of quoted goods along-with the bid at his own cost and in a quantity prescribed by the Procuring Entity in Part-Two: Section III of these Standard Bidding Documents.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid, the Bid Form provided in Part-Two: Section IV of the Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 Technical Bid Proformas provided in Part-Two: Section IV of the Standard Bidding Documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS)**.

18.3 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 of these Standard Bidding documents above.

19. Documentation on Eligibility of Goods.

19.1 The Bidder shall furnish, as part of its bid the Bid Form provided as in Part-Two: Section IV of these Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value as mentioned in the Bid **Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

20.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the Performance Security/Guarantee.

20.3 The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity;

Or

(b) in the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Entity. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Entity as non-responsive.

21.2 The Procuring Entity shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who, -

- (a) agree to the Procuring Entity's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

22. Formats and Signing of Bids.

22.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring Entity well before the date of submission of bid.

22.3 The original 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. The person or persons signing the bid shall initial all pages of the bid form.

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

22.5 Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

Submission of Bids

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in one single envelope. The said two envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Entity at the address given in the Invitation for Bids; and

(b) bid Reference No. Indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the **Bid Data Sheet (BDS)** for opening of Bids.

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

23.4 If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 23.1 to 23.3 above the Procuring Entity shall assume no responsibility for the bid’s misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 Bids must be submitted by the Bidder and received by the Procuring Entity at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

24.2 The Procuring Entity may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for opening of bids.

26.2 No bid may be withdrawn in the period between deadlines for submission of bids i.e. when bids are opened and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Entity.

27.1 All bids received, shall be opened by the Procuring Entity publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 The Purchaser shall open one Bid at a time and read out a loud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 specifically Rule 37.

27.5 The Procuring Entity shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

27.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/ Procurement Committee shall record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

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

29. Preliminary Examination.

29.1 The Procuring Entity shall 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.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) 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.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

29.3 The Procuring Entity 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.

29.4 Prior to the detailed evaluation, the Procuring Entity shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, 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 Applicable Laws, Taxes, stamp code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.5 If a bid is not substantially responsive due to the matters concerning to 29.4 above, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1 The Procuring Entity shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs).

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidder

31.1 The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procuring Entity shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Entity deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Entity may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

31.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31.6 The Procuring Entity shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification, as Bidder was false and materially inaccurate or incomplete.

32. Announcement of Evaluation Report

32.1 The Procuring entity shall announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

32.2 The bidders will be given an opportunity to file a compliant at the stage of announcement of technical evaluation report as provided in rule 45 of the KPPRA rules. The bidders who have been aggrieved at the stage of technical evaluation can submit a complaint in writing to the head of procuring entity for correction and rectification, if any. Once financial bid is opened, the right to file a complaint rest with only those bidders who have been technically responsive in compliance with rule 03 of Grievance Redressal Rules 2017

33. Rejection of Bids

33.1 The Procuring Entity may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Entity shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

33.2 The Procuring Entity incurs no liability, solely by virtue of its invoking ITB Clause 32.1 above towards Bidders who have submitted bids.

33.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

34. Re-Bidding

34.1 If the procurement entity has rejected all bids under Rule 47, it may call for a re-bidding. Khyber Pakhtunkhwa Public Procurement of Goods works & services Rules 2014 (Rule-48).

34.2 The Procuring Entity before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

35. Contacting the Procuring Entity.

35.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.

35.2 Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

36. Acceptance of Bid and Award Criteria.

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Standard Bidding Documents and having the best evaluated responsive bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

37. Procuring Entity's Right to vary quantities at the time of Award.

37.1 The Procuring Entity reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in the Schedule of

Requirements without any change in unit price or other terms and conditions. Owing to the nature of framework agreement, the price of the item, the quality parameters/specifications and duration of the contract shall be finalized at this stage.

37.2 The minimum quantity is as indicated in statement of requirement (SOR) of the bid solicitation documents in tentative only, the procuring entity shall however reserve the right to procure, or not to procure or to procure more than approximate quantity of items as reflected in Statement of Requirement.

38. Duration and Supplies under Framework Agreement.

38.1 The Procuring entity is seeking the bids under framework arrangement wherein the quantity of "Goods" is not definite however the time period of the contract is one year from the date of entering into contract with successful firm/s.

38.2 The umbrella agreement shall be signed between the parties i.e. Director E&SE and the successful firm/s. The purchasing shall however be made by placing the purchase orders (PO) by each district through District Education Officer as per actual demand and budget availability.

39. Notification of Award.

- I. Prior to the expiry of the period of bid validity, the Procuring Entity shall notify to the successful Bidder in writing that its bid has been accepted under Rule 46 of Procurement Rules 2014 in conformity with provision of section 31 of the Act *ibid*.
- II. The notification of award shall constitute the formation of the Contract between the Procuring Entity and the successful Bidder.
- III. The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014

40. Limitation on Negotiations.

I. Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to technical, contractual or logistical details.

II. Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements upon consent of procuring entity;

- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Entity;
- the proposed methodology or staffing;
- inputs required from the Procuring Entity;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

41. Negotiations shall not be used to:

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs;
- substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals alter the submitted financial bid

42. Signing of Contract.

I. After the completion of the Contract Negotiations the Purchaser shall send the Bidder the Contract Agreement Form provided in Part-Two: Section IV of these Standard Bidding Documents, incorporating all agreements between the Parties.

II. Within FIVE working days of receipt of the Contract Agreement Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.

III. Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Purchaser accepting a bid may file an application for review but this right is reserved only to the bidder who was technically responsive at the time of financial bid opening.

IV If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract or reluctant to submit the performance guarantee then its Bid Security shall stand forfeited. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or call for new bids.

V. The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.

43. Performance Guarantee.

I. On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (10% of the quoted price which can also be in the form of (8+2)) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the **Bid Data Sheet (BDS)**, on the Form and in the manner prescribed by the Procuring Entity in Part-Two: Section-IV of these Standard Bidding Documents.

II. The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

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

44. Integrity Pact

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 (10) million. Failure to such Integrity Pact shall make the bidder non-responsive.

Part-One
General Conditions of Contract (GCC)
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General Conditions of Contract (GCC)

1. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Agreement 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 those supplies, which the Supplier is required to supply to the Purchaser under the Contract.(d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Khyber Pakhtunkhwa, transportation of goods up-to the desired destinations, installation 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 Special Conditions of the Contract.(g) "The Purchaser/Procuring Entity" means the Client as mentioned in the SCC.(h) "The Supplier/Vendor/Contractor" means the individual or firm supplying the goods under this Contract.(i) "Day" means calendar day.
2. Application	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract</p>

3. Source of Import	3.1	All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are produced/manufactured, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
4. Standards	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
	4.3	If the Supplier provide substandard item and fails to provide the fresh supply, the payment of risk purchase, the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser’s premises, burning, dumping, or incineration.
5. Use of Contract Documents and Information.	5.1	The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’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 Purchaser and shall be

		returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	5.4	The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
6. Patent Rights	6.1	The Supplier shall indemnify the Purchaser 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 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 Purchaser the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Purchaser 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 Purchaser 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 Purchaser's country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser; or (b) a cashier's or certified check.
	7.4	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations & issuance of satisfactory performance/inspection report by the end user/ procuring entity's administration under the Contract, including any warranty obligations, unless specified otherwise in SCC .
8. Submission of Samples		Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be. The procuring entity may ask for provision of sample of each item during technical evaluation before opening of financial bids.

<p>9. Ensuring storage arrangements</p>		<p>To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least one (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.</p>
<p>10. Inspections and Tests</p>	<p>10.1</p>	<p>The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.</p>
	<p>10.2</p>	<p>All costs associated with testing and inspections of premises etc. shall be borne by the Supplier.</p>
	<p>10.3</p>	<p>The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.</p>
	<p>10.4</p>	<p>Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p>11. Packing</p>	<p>11.1</p>	<p>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.</p>

12. Delivery and Documents	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	12.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	12.3	The items supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered.
13. Insurance		The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
14. Transportation	14.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
	14.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
15. Incidental Services		The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
16. Spare Parts		<p>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:</p> <ul style="list-style-type: none"> (a) such spare parts as the Purchaser 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: (c) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and (d) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
17. Warranty	17.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC .

	17.2	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
18. Payment	18.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed in SCC and annexed to this contract.
	18.2	The currency of payment shall be Pakistan Rupee.
19. Prices		Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its financial bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
20. Change Orders	20.1	<p>The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) the Services to be provided by the Supplier.
	20.2	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 Purchaser's change order.
21. Contract Amendments		No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
22. Assignment		The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
23. Subcontracts		The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

<p>24. Delays in the Supplier's Performance</p>	<p>24.1</p>	<p>Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements.</p>
	<p>24.2</p>	<p>If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.</p>
<p>25. Liquidated Damages & Penalties</p>	<p>24.3</p>	<p>Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.</p> <p>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 Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.</p> <p>Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.</p>

<p>26. Termination for Default</p>		<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause Corrupt and fraudulent practices means: <i>the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</i>"</p>
<p>27. Force Majeure</p>	<p>27.1</p>	<p>Notwithstanding the provisions of GCC Clauses 24, 25 & 26, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.</p>

	27.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
	27.3	Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
28. Termination for Insolvency		The Purchaser may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Parties.
29. Termination for Convenience	29.1	The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	29.2	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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: <ul style="list-style-type: none"> (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.
30. Arbitration and Resolution of Disputes	30.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

	30.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	30.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the SCC .
31. Governing Language		The Contract shall be written in English language. Subject to GCC Clause 32, 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 English.
32. Applicable Law		This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
33. Notices	33.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC .
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes, Duties & Levies	34.1	All taxation, duties and levies etc., whether International, Federal, Provincial or Local, shall be borne by the Supplier.

PART-TWO

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Invitation For Bids (IFB)

SELECTION & RATE CONTRACTING FOR PROCUREMENT OF FURNITURE FOR STUDENTS IN GOVERNMENT SCHOLLS OF KHYBER PAKHTUNKHWA

1. The Directorate of Elementary & Secondary Education, Khyber Pakhtunkhwa Peshawar invites sealed bids under National Competitive Bidding from Manufacturers & Authorized dealers/sole distributors for the purpose to Select & Rate Contract the same for procurement by various Purchasing Entities of E&SE Department, Government of Khyber Pakhtunkhwa during the period of one year commencing from the date of entering upon into contract with the successful firms/bidders.
2. Bidding shall be conducted through Single Stage–Two Envelopes Bidding Procedure comprising a single package containing two envelopes as per KPPRA Rules-2014. Each envelope shall contain separately Technical and financial bid clearly marked in bold & legible letters. The firms shall provide their complete information along with its postal as well as valid email address and phone number/s on each of the respective envelope.
3. The type of procurement contract shall be framework agreement and will be effective from the date of signing of contract with the successful bidder/s
4. Interested firms may obtain complete set of bid solicitation documents from the office of the undersigned during office hours on any working day free of cost. The same can also be downloaded from the following official website of E&SE Department www.e.se.org.pk and KPPRA website www.kppra.org.pk
5. A pre-bid meeting will be held with the interested bidders on **26.03.2021** at 02.00 PM in the Conference Room of this Directorate.
6. Interested Bidders must submit sealed bids to the Director E&SE, Khyber Road Peshawar on or before **02:00 hours, 31.03.2021**, which will be opened on the same day at **02:30 AM** in the presence of those bidders or their representatives, who choose to attend the process.
7. Financial bid must be accompanied with Bid Security of Rs Ten Million in the shape of Call Deposit Receipt (CDR) in the name of the undersigned. Ordinary cheque in the form of bid security will result in bid rejection summarily.

8. Technical bid must be accompanied with an affidavit stating that original CDR sealed and placed in financial bid failing which the technical bid will be considered non-responsive.
9. All bidders are also required to submit relevant details of technical proposal and required documents in soft copies on CD/DVD, duly labeled by a permanent marker with the name of bidder/ firm.
10. The undersigned reserves the right to reject any or all bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

Director Elementary & Secondary Education
Khyber Pakhtunkhwa Peshawar
Tel No: 091- 921-----

Part Two

Section I: Procurement Specific Provisions Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number & scope	Director E&SE Tender/School furniture/Vol-I, 2020-21 The procuring entity will procure the furniture in three priority lists as per details given in SOR
ITB Clause 2.1	Name of Client & source of funds	Elementary & Secondary Education Department Public Fund, Government of Khyber Pakhtunkhwa Peshawar
ITB Clause 3.1	Eligibility of the Bidders	Joint venture/consortium not permissible
ITB Clause 3.1	Name of Goods	Procurement of School furniture as specified in SOR.
ITB Clause 6.1	Commencement date of provision of Bidding Document	From the date of publication
ITB Clause 6.1	Closing date of issuance of Bid documents	31/03/2021
ITB Clause 7	Bidding for Selective Items/ bidding modality	1. Bidders are advised to quote their rates on item wise basis, separately for: i. Small tablet chair, ii. Large tablet chair, iii. Teacher chair and iv. Teacher table 2. Bidders are further advised to quote for a cluster of districts/ district from the available list of districts. The choice of district is not restricted to any condition. In case a bidder quote for more than one cluster, their bid shall be considered volatile of BDS and will be treated as non-responsive
ITB Clause 9.1	Bidding procedure	Single Stage Two Envelope Rule 06 (2)(b) of KPPRA Rules 2014
ITB Clause 9.2	Method of determining Technical Qualified and lowest in the Financial Bid.	70% Qualification in the Total Marks in the Technical Proposal and Lowest in the Financial Proposal
ITB Clause 11.1	Clarification(s) on Bidding Documents	Director E&SE Government of Khyber Pakhtunkhwa,

Procurement of School Furniture, E&SE Department, Government of Khyber Pakhtunkhwa

ITB Clause 12.1	Pre-Bid meeting with the interested bidders	26/03/2021 at 02:00 PM
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	Details annexure given in SOR.
ITB Clause 15.4	Bid Price	Bid Price shall be inclusive of all Government duties, taxes & levies.
ITB Clause 16	Currency of Bid	PKR
ITB Clause 18	Name of the Bid Form (Primary documents)	BID COVER SHEET BID FORM 1: Letter of Intention BID FORM 2: Affidavit BID FORM 3(A): Eligibility of the Bidders & Goods BID FORM 3(B): Manufacturer's Authorization BID FORM 4: Firm's Past Performance BID FORM 5: Price Schedule BID FORM 6: Performance Guarantee
ITB Clause 18.2	Technical Bid Proformas	Sample Technical Bid Proformas
ITB Clause 20	Amount of Bid Security	The Bidder shall furnish, as part of its financial bid with an undertaking in technical bid that the bid security in shape of CDR is enclosed in financial bid in the name of Director E&SE. The bidders shall furnish bid security of Rs Ten Million in the shape of Call Deposit Receipt (CDR) in the name of the Director E&SE
ITB Clause 21	Bid validity period	90 days
ITB Clause 24	Last date and time for the receipt of bidding document	31/03/2021 at 02:00 PM
ITB Clause 27	Date, time and venue of opening of technical bids	31/03/2021 at 02:30 PM Conference Room, Director E&SE, Govt of Khyber Pakhtunkhwa, Peshawar.
ITB Clause 38	Duration and supplies of Contract	One year from the date of entering into procurement contract by the parties and purchase orders will be placed by DEOs at district level.

Procurement of School Furniture, E&SE Department, Government of Khyber Pakhtunkhwa

ITB Clause 41.1	Performance Guaranty / Performance Security	The Performance Security shall be 10% of the total contract price quoted and shall be submitted in the name of Director E&SE.
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Part-Two

Section I: Procurement Specific Provisions

Special Conditions of Contract

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Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Entity is: Director Elementary & Secondary Education, Government of Khyber Pakhtunkhwa whereas all the DEOs placing purchase orders under framework agreement are the purchasing entities.

GCC 1.1 (h)—The Successful Bidder is: Highest-ranking fair bid as per section 2 (c) (i) of the KPPRA Act 2012

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in **Part Two: Section V** of the Standard Bidding Documents, “Eligibility for the Provisions of Goods, Works, and Services.”

3. Standards (GCC Clause 4)

GCC 4.1—The quoted product, at the time of delivery, shall conform to the standards as prescribed in the Technical Evaluation Criteria & Specifications compliance in SOR.

4. Supplies under Framework Agreement. (ITB Clause 38)

The Procuring entity is seeking the bids under framework arrangement wherein the quantity of “Goods” is not definite however the time period of the contract is one year from the date of entering into contract with successful firm/s.

Owing to the nature of framework agreement, the price of the item, the quality parameters/specifications and duration of the contract shall be finalized at this stage.

The minimum quantity is as indicated in statement of requirement (SOR) of the bid solicitation documents in tentative only, the procuring entity shall however reserve the right to procure, or not to procure or to procure more than approximate quantity of items as reflected in Statement of Requirement.

The umbrella agreement shall be signed between the parties i.e. Director E&SE and the successful firm/s. The purchase shall however be made by placing the purchase orders

(PO) by each district through District Education Officer as per actual demand and budget availability.

5. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent of the Contract Price**

[The following provision shall 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 returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

6. Inspections and Tests (GCC Clause 10)

GCC 10.3—Inspection and tests of goods/delivery of Goods and at final acceptance are as follows: **Final Acceptance by the Client**

7. Packing (GCC Clause 11)

Applicable if required by the Purchaser/Procuring Entity.

8. Delivery and Documents (GCC Clause 12)

GCC Clause 12.1—

GCC 12.1—*In case of Import or as required otherwise, upon shipment, the Supplier shall notify the Purchaser 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 Purchaser/Procuring Entity:*

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; **Applicable**
- (ii) original and two copies of the usual transport document (for example, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; **Applicable**
- (iii) copies of the packing list identifying contents of each package; **Applicable**
- (iv) insurance certificate;
- (v) manufacturer's or Supplier's warranty certificate;

- (vi) inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; **Applicable** and
- (vii) certificate of origin.

GCC 12.2—*Applicable Delivery Mode*: Delivered Duty Paid (DDP) as indicated in Purchase Orders issued by the purchasing entities

9. Insurance (GCC Clause 13)

GCC 13.1— The Goods supplied under the Contract shall be **Delivered Duty Paid (DDP)** under which all the risk is transferred to the buyer / concerned Institution only after the intended goods have been delivered to their desired destination. Hence insurance coverage is seller's responsibility for arranging appropriate coverage where required by the client.

10. Spare Parts (GCC Clause 16)

NA

11. Warranty (GCC Clause 17)

GCC 17.2—The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications 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 / conformance tests in accordance with GCC Clause 10,

or

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week up to a maximum of 10%.of the total Contract price.

12. Payment (GCC Clause 18)

GCC 18.1- 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** through **crossed cheque** in the following manner:

100 percent of the Contract Price of the Goods shall be *paid to supplier within **thirty (30) days** subject to availability of funds after delivery & inspection by the Inspection Committee of intended goods at destination* for supplying in Client's country, upon submission of documents specified in GCC Clause 12.

100% payment shall be made as a one-time payment after the delivery, installation, inspection and Acceptance Certificate issued by the inspection committee of the procuring entity.

In case of an import, payment of local currency portion shall be made in Pak Rupees within *thirty (30) days of presentation of claim* supported by a Satisfactory Performance Certificate/Inspection Report from the Inspection Committee of the Procuring entity/Purchaser declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

12. Liquidated Damages (GCC Clause 25)

GCC 25.1—Applicable rate: **0.02% per week** of the **total Contract price**
Maximum deduction: **≤ 10% of the total contract amount as per applicable KPPRA Rules 2014 & Act 2012.**

13. Disputes Resolution (GCC Clause 31)

GCC 31.3- the dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

14. Bid Tie.

In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the contract shall be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder).

15. Governing Language (GCC Clause 31)

GCC 31.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 32)

GCC 32.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:

- **KPPRA Act 2012**
- **Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014**
- **The Contract Act 1872**

17 Notices (GCC Clause 33)

GCC 33.1—Purchaser's/Procuring Entity's address for notice purposes:

Director Elementary & Secondary Education, Govt. of Khyber Pakhtunkhwa, Peshawar.

Telephone(s): +92-91-_____

Facsimile: +92-91-_____

Supplier's address for notice purposes: As per Bid documents submitted by the vendor

18. Duties, Taxes & Levies (GCC clause 34)

The Unit price quoted by the bidder shall be: **inclusive** of all duties, taxes& levies if applicable.

ELIGIBILITY CRITERIA

S.No	Minimum Eligibility/Qualification criteria	Proof to be submitted for fulfilling Eligibility/Qualification Criteria
1	Bidder Registration under the Laws of Pakistan/Register of Firm	Certificate of Incorporation / Registration.
2	Registration with Income Tax Department	Certificate of Registration.
3	Registration with sale Tax Department as a manufacture of furniture or authorize dealer certificate.	Certificate of Registration.
4	a) The Bidder must have Registered furniture factory in KP .	Valid documentary evidences must be submitted.,
5	The Bidder should have Total working capital / Network of at least PK RS. 200 million in the previous Five (05) audited years.	Annual Report including Balance Sheet ,income statement and profit & Loss accounts along with auditors notes for the last Five Years audited years should be submitted.
5(a)	The Bidder should have Total annual sales/supply of furniture of PK RS. 200 million in the previous Five (05) audited years.	Supply Order of Furniture items .
5(b)	The Bidder should have paid Total Income Tax/ sale Tax and other Taxes of PK Rs. 20 million in Pakistan in the last Five Years audited years	Annual Report including Balance Sheet ,income statement and profit & Loss accounts along with auditors notes for the last Five years audited years should be submitted.
7.	The Bidder should not have been blacklisted by any of the provincial /Federal Government or Organization of the state of Pakistan in the past Five Years.	Under -taking on stamp papers should be submitted by the Bidder
8.	The Bidder should not have been defaulter of any of the provincial /Federal Government or Organization of the state or any scheduled commercial bank in Pakistan in the past Five years.	Under -taking on stamp papers should be submitted by the Bidder

TECHNICAL EVALUATION CRITERIA

The Technical Bids Shall be evaluated on the basis of following parameters:

S #	EVALUATION PARAMETERS	WEIGHTAGES
PRODUCT CONFORMANCE		
1.	Conformance to the clients' advertised specifications. The bidder shall prepare the bid specifications in an annotated for ease of comparison & evaluation. The specifications will also be supported with a reference picture/design of the product. The bidder shall submit a sample of each quoted item as and when required by the procuring entity during evaluation stage.	Sample based.

S#.	Description	Points	
1	Working Capital/Net Worth last five years Total (10 Marks)	400 (m) & above	10
		300 (m) & above	7
		200 (m) & above	5
2	Total tax paid by the bidder i.e. Income Tax, Sales tax & other tax (if any) during the last Five Years, (Tax Returns to be Annexed). 10 Marks)	40 (m) & above	10
		30 (m) & above (m)	7
		20 (m) & above (m)	5
3	Annual Sales /Supply Furniture of the Bidder for the last Five Years (Total (10 Marks))	400(m) & above (m)	10
		300 (m) & above (m)	7
		200(m) & above (m)	5
4	Furniture Sales / Supply projects in Pakistan. Top 05 project with Total worth 250 million during last Five Years. (10 Marks)	250 (m) & above(m)	10
		200 (m) & above (m)	7
		150 (m) & above (m)	5
5	Total Skilled HR of the Bidder (provide brief CVs including skills and contact numbers) (10 Marks)	50 & above	10
		40 & above	7
		30 & above	5
6	Total Factories of the furniture of the Bidder (provide details of the factories). (10 Marks)	03 & above	10
		0 2	7
		01	5
7	Total Furniture Manufacturing (Wood & Steel) Machines of the Bidder (10 Marks)	30 & above	10
		20 & above	7
		10 & above	5
		12 & above years	10

8	Experience of the Bidder	10& above years	7
		8 & above years	5
9	Stock availability of Shesham wood strips and pipe raw materials of the furniture present in the factory.(10 Marks)	5000 & above (furniture)	10
		400 & above (furniture)	7
		3000 & above (furniture)	5
10	Total No of Vehicle of the firm of the furniture supply.(10 Marks)	04 & above	10
		03	7
		02	5
TOTAL MARKS: REQUIRED FOR QUALIFICATION: 70 (70% of the Total 100 Marks)			

Total points for the four criteria:

100

3. The minimum technical score (St) required to pass is 70%

3.1. Threshold: The bidders achieving a minimum of **70**marks (i.e. 70%) out of 100 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned unopened to the respective Bidders. The contract will be awarded to the lowest bid in the Financial proposal in each cluster.

3.2. The date, time and address of the financial proposal opening are:- **will be communicated after evaluation of technical bids**

3.3 The Assignment is expected to commence on:-

Date: _____

Location: Khyber Pakhtunkhwa

Sincerely,

Director Elementary & Secondary Education,
Govt; of Khyber Pakhtunkhwa

SECTION-III

1. Schedule of Requirements
 - List of items
 - Technical Specifications

Section III. Schedule of Requirements

Annex-A

LOT-I SPECIFICATIONS OF ITEMS:

1. Small Tablet Chairs,
2. Large Tablet Chairs,
3. Teacher Chairs And
4. Teacher Tablets

Appendix: II

Minimum Required Specification of the Furniture.

	Name of item with specification	Rate per item
1	<p>TEACHER CHAIR (Grade A-1 SHESHAM WOOD, CANE NETTING WITH METAL (STRUCTURE))</p> <p>Overall size: 450 x 520x780 mm (17 ¾ " x 20 ½ " x 30.7 ")</p> <p>Seat Size: 468x440mm9468x100x20mm netted with natural double cane)</p> <p>Back size: - 470x170mm (2 nos bend shesham wooden places netted with natural with natural double cane.)230mm (2 nos. bend Grade A-1 SHESHAM wooden pieces netted with natural double cane).</p> <p>Seat Height:- 450mm.</p> <p>Arm Height:- 645mm (2 nos. size 419x50x20mm, shesham strips),</p> <p>Chair structures made of 20mm-Sq, ¾" steel pipe (mild steel /cold rolled) wall thickness 1.2mm thick 18 Gauge, finished with one coat of red oxide and 2 coats of silver spray paint.</p> <p>Seat, back and Arms Made from Grade A-1 Seasoned Shesham Wood. Finish with NC Lacquer spray polish, seat and back knitted with natural double cane. All corner and edges of top and bench wooden strips are chamfered properly sanded, finished with NC lacquare.</p>	
2	<p>TABLET CHAIRS SEASONED SHESHAM WOOD WITH METAL (Small Size) (STRUCTURE)</p> <p>Overall size: 400X400X700mm</p>	

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	<p>Seat Height:- 375 mm</p> <p>Tablo size:- 350x180 mm (shaped)</p> <p>Tablo height:- 550mm</p> <p>Seat size:- 400x400mm (07 Nos wooden strips)</p> <p>Back size:- 360x125mm (03 Nos bend wooden pieces fixed ith 10mm # wooden dowels)</p> <p>Chair structure made of mild steel square pipe</p> <p>20/20 mm (1.2 mm thick 18 Gauge)(mild steel /cold rolled) shoe good quality fixed in chair legs.Seat+back & writing Tablo made of Grade A-1- shesham seasoned wood having 7% to 10 % moisture content. Finished with N.C. lacquer. Structure one coat of red oxide and 2 coats of silver spray paint.</p> <p>Wooden Screw in Seat:- ¾" x8- (properly counter sunked)</p> <p>Steel Screws in back:- 1-1/2"x8</p> <p>Steel Screw I Tablo: 1-1/4"x8</p>	
3	<p>TABLET CHAIRS (Grade A-1-SEASONED SHESHAM WOOD WITH METAL (Large) (STRUCTURE)</p> <p>Overall size: 450X470X780mm (17 ¾" x18 ½"x30 ¾")</p> <p>Seat Height:- 450mm</p> <p>Tablo size:- 460x220 mm (shaped)</p> <p>Tablo height:- 645mm</p> <p>Seat size:- 430x450mm (08 Nos wooden strips)</p> <p>Back size:- 430x170mm (03 Nos bend wooden pieces fixed ith 10mm # wooden dowels)</p> <p>Shelf size:- 430x450 mm (6 Nos wooden strips)</p> <p>Chair structure made of mild steel square pipe</p> <p>20/20 mm (1.2 mm thick 18 Gauge)(mild steel /cold rolled) shoe good quality fixed in chair legs.Seat+back & writing Tablo made of Grade A-1- shesham seasoned wood having 7% to 10 % moisture content. Finished with N.C. lacquer. Structure one coat of red oxide and 2 coats of silver spray paint.</p> <p>Wooden Screw in Seat:- ¾" x8- (properly counter sunked)</p> <p>Steel Screws in back:- 1-1/2"x8</p> <p>Steel Screw I Tablo: 1-1/4"x8</p>	
4	<p>Teacher Table</p> <p>Size: 1150 X 550 X 760 mmh. Structure made of 25x25 mm(18 gauge)steel square pipe With aluminum painted, top 25 mm thick 600 density chipboard pressed with super shisham veneer one side one d 352.</p> <p>33335rawer box with lockable, finished with N.C.Lacquer spray polished.</p>	

Summary of Furniture Supply							
Cluster	District	Gender	Schools where Furniture is to be Supplied	Large Tablet_Chairs Required	Small Tablet_Chairs Required	Teacher Chairs Required	Teacher Tables Required
1	MARDAN	Boys					
	MARDAN	Girls					
	NOWSHERA	Boys					
	NOWSHERA	Girls					
	Cluster Total:-						
2	SWAT	Boys					
	SWAT	Girls					
	BUNNER	Boys					
	BUNNER	Girls					
	Cluster Total:-						
3	LOWER CHITRAL	Boys					
	LOWER CHITRAL	Girls					
	UPPER CHITRAL	Boys					
	UPPER CHITRAL	Girls					
	DIR BALA	Boys					
	DIR BALA	Girls					
	Cluster Total:-						
4	D.I.KHAN	Boys					
	D.I.KHAN	Girls					
	LAKKI	Boys					
	LAKKI	Girls					
	TANK	Boys					
	TANK	Girls					
	Cluster Total:-						
5	BANNU	Boys					
	BANNU	Girls					
	HANGU	Boys					

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	HANGU	Girls					
	KARAK	Boys					
	KARAK	Girls					
	Cluster Total:-						
6	PESHAWAR	Boys					
	PESHAWAR	Girls					
	Cluster Total:-						
7	SWABI	Boys					
	SWABI	Girls					
	Cluster Total:-						
8	ABBOTTABAD	Boys					
	ABBOTTABAD	Girls					
	HARIPUR	Boys					
	HARIPUR	Girls					
	LOWER KOHISTAN	Boys					
	LOWER KOHISTAN	Girls					
	UPPER KOHISTAN	Boys					
	UPPER KOHISTAN	Girls					
	KOLAI PALLAS	Boys					
	KOLAI PALLAS	Girls					
	BATTAGRAM	Boys					
	BATTAGRAM	Girls					
	MANSEHRA	Boys					
	MANSEHRA	Girls					
	TORGHAR	Boys					
	TORGHAR	Girls					
	Cluster Total:-						
9	CHARSADDA	Boys					
	CHARSADDA	Girls					
	DIR PAYAN	Boys					
	DIR PAYAN	Girls					
	Cluster Total:-						
10	KOHAT	Boys					
	KOHAT	Girls					
	SHANGLA	Boys					
	SHANGLA	Girls					
	MALAKAND	Boys					
	MALAKAND	Girls					
	Cluster Total:-						

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Annex-B

b). Liquidated Damages / Penalty

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any destination, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty as per Bid Data Sheet
- vi) Extension in the delivery period (if any) will be considered by the Purchaser on case-to-case basis and strictly in accordance with provisions of KPPRA Procurement of Goods, Works and Services Rules, 2014 and as deemed appropriate by the procuring entity.

c) Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract, if applicable.

- i) Transportation: Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- ii) Insurance: All insurance charges will be borne by the supplier.

d) Warranty

The supplier/original manufacturer will provide comprehensive warranty (on Judicial Paper) of free after sales service, maintenance, replacement of parts, and working of the equipment for **one year** (Applicable on supply of machines etc.) from the date of installation/test-run.

d) Additional instructions (If applicable)

- i. Please clearly indicate the country of origin, wholly or parts, etc.
- ii. Indicate place/port of shipment.
- iii. Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer. Department will not be responsible for any refusal, penalty or delay in this regard.
- iv. Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment.
- v. Comprehensive training of working of the equipment and normal /minor repair, trouble-shooting will be arranged by the supplier/ manufacturer, for at least two working staff, (doctor/technician) at the manufacturers location, prior to shipment/ installation (for complex and high tech equipment).

Annex. C

Purchase Order.

(Specimen Sample of Purchase Order)



Name of the Head.....
 Name of Procuring Entity.....
GOVERNMENT OF KHYBER PAKHTUNKHWA

1	Purchase Order No	
	Date	
2	Firm Name	
3	Firm's Address	
4	Firm Contact No	
5	Conditions of the Contract:	As already communicated in the Standard Bidding Document
6	Particulars of Stores:	As per detail given below

Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

Additional instructions (if any):

- 1.
- 2.
- 3.

Signature Authorized Staff

SECTION-IV

STANDARD FORMS

BID COVER SHEET (On firm's letterhead)

BID FORM 1: Letter of Intention (On firm's letter head)

BID FORM 2: Affidavit (Stamp Paper)

BID FORM 3(A): Eligibility of the Bidders & Goods (letterhead)

BID FORM 3(B): Manufacturer's Authorization (Firm's letterhead)

BID FORM 4: Firm's Past Performance (On firm's letterhead)

BID FORM 5: Price Schedule (on Firm's letterhead)

BID FORM 6: Performance Guarantee (firm's letterhead)

Contract Agreement Template

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail:_____

Phone:_____

Facsimile: _____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

† All Items mentioned in the Schedule of Requirements.

† Selected Items from the Schedule of Requirements¹.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No². and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment³: † Original receipt for the purchase of the bidding documents.

†

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: { Add name e.g. Printing }

To: ***[Name and address of Procuring Entity]***

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. ***[insert numbers & Date of individual Addendum]***, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are 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 undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the province regarding supplies.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & Oath Commissioner.

attested by

BID FORM 3(A)

Name of the Firm
 Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

<i>Required Documentation (To Be Filled by the Procuring Entity)</i>	<i>Checklist⁴ (To be initialed by the Bidder against each document)</i>	<i>Relevant Page Number⁵ in the Bid (To be filled by the Bidder)</i>	<i>Supporting Documents⁶ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</i>
Column:1	Column:2	Column:3	Column:4
Valid Manufacturing License			
Valid Registration(s) of quoted items			
Valid Import License (where applicable)			
Letter of Manufacturer's authorization			
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
One year experience evidence			
Child Labor Free Certificate ⁷			
Original Receipt of purchase of Bidding Documents			

⁴ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

⁵Bidders are required to mention the exact page number of relevant document placed in the Bid.

⁶Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

⁷Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy.

BID FORM 3(B)

MANUFACTURER'S AUTHORIZATION⁸

To: ***[Name &Address of the Procuring Entity]***

WHEREAS *[name of the Manufacturer]* who are established, reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the 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:-----.

Designation:-----

Official Stamp:-----

⁸This 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.

BID FORM 4

Firm's Past Performance⁹.

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ¹⁰ Certificate

⁹ Bidders may use additional Sheets if required.

¹⁰ All certificates are to be attached with this form.

BID FORM 5

Price Schedule
(To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal to the .

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any only at the time of bid opening given in quoted bid)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
1						
2						
TOTAL						

A) FINAL TOTAL PRICE: -----

B) DISCOUNT¹¹:-----

C) FINAL QOUTED PRICE: -----
(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

¹¹ If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 6

Performance Guarantee

To: *[Name & Address of the Procuring Entity]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.*[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the _____ day of _____, 200

Signature and Seal of the Guarantors/ Bank

Address

Date

SAMPLE CONTRACT AGREEMENT

Note:

This is sample framework procurement contract and the terms will be set after due process of contract negotiation with the successful firm/s.

THIS CONTRACT is made at _____ on _____ day of _____ 2019, between The Director E&SE, (hereinafter referred to as the "Procuring entity") of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser invited bids for procurement of school furniture), in pursuance whereof M/s (*firm name*) being the Manufacturer/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

2. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. General Conditions of Contract (**GCC**)
 - b. Special Conditions of Contract (**SCC**)
 - c. Schedule of Requirements. **Annex- A**
 - i) Supply Schedule
 - d. Price Schedule submitted by the Bidder. **Annex- B**
 - e. Purchaser's Notification of Award. **Annex- C**
 - f. Purchase Order. **Annex-D**
 - g. Performance Security **Annex-E**
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
3. **Term of the Contract:** This contract shall remain valid for [*Duration*] from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
 - i. [*Name of the Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Government of Khyber Pakhtunkhwa or any administrative subdivision or Entity thereof or any other entity owned or Controlled by it (Government of Khyber Pakhtunkhwa) through any corrupt business practice.
 - ii. Without limiting the generality of the foregoing, [the Seller/ 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.
 - iii. [*The Supplier*] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber

Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

- iv. *[The 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 right and remedies available to Procuring Entity under any law, Contract or other instrument, be voidable at the option of Procuring Entity.
 - v. Notwithstanding any rights and remedies exercised by Procuring Entity in this regard, *[The Supplier]* agrees to indemnify Procuring Entity for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Entity in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The 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 Procuring Entity.
 - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
- 5. Items to be Supplied & Agreed Unit Cost:** (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder
(ii) Each Item supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specifications (Annex B) prescribed by the Purchaser against each item
- (i) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all
 - (ii) taxation and costs associated with transportation and other agreed incidental costs.
- 6. Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specifications in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
- 7. Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheque issued in the name of [supplier's name]
- 8. Payment Schedule:** All payments to the Supplier shall be made in accordance with the SCC & agreed Payment Schedule at Annex: F of Part-II: Section-III of the Standard Bidding Documents, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.
- 9. Performance Guarantee:** (i) The Supplier, within 07 days upon the receipt of Purchase Order and upon signing the Unit Rate Contract (selected items as mentioned in the Contract in annexure) shall provide to the Purchaser a Performance Security equivalent to 10% of the total Contract amount on the prescribed format (Bank Guarantee) and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.
ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.
iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

10. Penalties/ Liquidated Damages.

- i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of delivered portion of supplies shall stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of un-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be debarred minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.02% per day of the cost of late delivered supply shall be imposed upon the Supplier.
- VI) The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees
- VII) The rate offered should be less than/equal to anywhere quoted in same financial year. If anywhere quoted less, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees

Those who did not fulfill the above criteria's are liable to be proceeded against and be black listed

11. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:
Director E&SE

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____(the place) and shall enter into force on the day, month and year first above-mentioned.

Signed/ Sealed: For the Purchaser.

Signature: _____
Name & CNIC: _____
Designation: _____

**Signed/ Sealed: For the Manufacturer/
Authorized Agent.**

Signature: _____
Name & CNIC: _____
Designation: _____

Witnesses: _____