



STANDARD FORM OF BIDDING DOCUMENTS  
FOR  
SUPPLY STATIONARY ITEMS

PROC REF NO:

Last Date/Time for Submission: October 5th, 2021 at 12:30 Noon

Bid Opening Date/Time: October 5th, 2021 at 2:00 P.M



**Directorate of Elementary and Secondary Education, Khyber Pakhtunkhwa**

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# **Invitation for Bids**

## **Supply of Stationary items**

## **Invitation for Bids**

### **Supply Stationary items**

Date: {date of issuance of IFB}  
IFB No. \_\_\_\_\_

1. The Directorate of Elementary and Secondary Education (D&SE), Khyber Pakhtunkhwa Peshawar has received an allocation from the Public Fund in Pak rupees and released under current budget side DDO Code PR 5207 Directorate E&SE & sub head A03901, stationary charges, for the Financial Year, 2021-22. The allocated fund could be increased or decreased during the financial year 2021-22. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for **supply of stationary items**.

2. The Directorate of Elementary and Secondary Education, Khyber Pakhtunkhwa Peshawar now invites sealed bids from eligible bidders for the supply of **stationary items** for the financial year, 2021-22.

3. Interested eligible bidders may obtain further information from and inspect the bidding documents from the Drawing & Disbursing Officer of Directorate of Elementary & Secondary Education Khyber Pakhtunkhwa Peshawar, GT Road Peshawar, Tel: 091-9331763 during office timings (09:00 AM to 05:00 PM) of 5-working days (Monday to Friday).

4. A complete set of bidding documents can be downloaded by interested bidders from the website [www.kpese.gov.pk](http://www.kpese.gov.pk) and [www.kppra.gov.pk](http://www.kppra.gov.pk)

5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014 made there under which also conform to the requirements of the World Bank Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan.

6. Bids must be delivered to the Drawing & Disbursing Officer of Directorate of Elementary & Secondary Education Khyber Pakhtunkhwa Peshawar, in both hard and soft form, on or before Tuesday, 5th October, 2021 at 12:30 Noon and must be accompanied by a security of two ( 2 %) percent of total cost of the bid in the form of Demand Draft/Banker Cheque/ CDR.
7. Bids will be opened in the presence of bidders' authorized representatives who choose to attend at 2:00 P.M on 5th October, 2021 in the Committee Room of Directorate of Elementary and Secondary Education Khyber Pakhtunkhwa, GT Road, Peshawar.
8. The bidders are requested to give their best and final prices as no negotiations are expected.

Drawing & Disbursing Officer  
Directorate of Elementary and Secondary Education,  
Khyber Pakhtunkhwa  
GT, Road Peshawar  
Email ID: [sqmidirectorate@gmail.com](mailto:sqmidirectorate@gmail.com)  
Phone: 091-9331763

# INSTRUCTION TO BIDDERS

Date \_\_\_\_\_

## **Directorate of Elementary and Secondary Education (DE&SE),** **Khyber Pakhtunkhwa Peshawar**

- A. The procedure shall be single stage one envelope. The bidder/ proponent must submit the proposal in sealed envelope. The bidders who do not fulfill eligibility criteria, their bids shall be considered as non-responsive and shall not be included in further process.
- B. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal shall be rejected and shall be in English.
- C. The proposals must contain a transmittal letter on the bidder's letterhead, duly stamped by authorized representative (as per prescribed specimen i.e. BID FORM AND PRICE SCHEDULES).
- D. Bidders can apply for one or more items, evaluation and awarding will be made item wise, and purchase order shall be issued to the lowest eligible supplier.
- E. The envelope should be in the name address and contact details of the addressees Director Elementary and Secondary Education, Khyber Pakhtunkhwa GT, Road Peshawar and the addressors.
- F. The proposal shall contain the copy of registration with one of the mandated Provincial /Federal authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate, KPPRA registration and copy of verify copy of active tax payer..
- H. The proposal shall have complete work plan and delivery schedule without which no weight-age will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days; the submitted bid to Directorate of E&SE, Khyber Pakhtunkhwa may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.

K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/ government will be blacklisted and disqualified.

L. The proposals should be in accordance with enclosed specifications and technical design (if any)

M. Response time: all bidders shall submit proposals on or before 5th October, 2021 at 12:30 Noon to Drawing & Disbursing Officer, Directorate of Elementary and Secondary Education, Khyber Pakhtunkhwa, GT Road Peshawar and these will be opened same date at (2:00 PM) after the deadline in the Committee Room of the Directorate of E&SE.

No proposal in any case shall be accepted after the deadline.

N. The bidder shall submit an affidavit that it has never been blacklisted.

O. Submit statement of any history of litigation or ongoing on stamp paper.

P. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the contract in the name of Director Elementary & Secondary Education Khyber Pakhtunkhwa in the shape of CDR along with the bid in the envelope containing proposal. The bid security money so deposited shall be returned to the unsuccessful bidders after awarding the contract.

Q. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.

R. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.

S. The procuring entity may increase or decrease the quantity of items if deems necessary.

T. The procuring entity shall ask for a performance bank guarantee / CDR at 10% of the total contract value. This bank guarantee/CDR should be from a scheduled bank.

U. Contract will be signed with the successful bidders and its terms and conditions will govern the execution of the contract.

V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (Director E&SE, KP and supplier/vendor/bidder).

VI. Sample of stationary item as per given specification must be provided by the bidder at the time of opening of bids.

## W. ELIGIBILITY / QUALIFICATION CRITERIA

Following is the eligibility/ qualification criteria.

SNo.	Criteria	Documentary Evidence
1	Bidders should be registered entities with the Government under one of the Federal or Provincial registration Acts and KPPRA. However, bidders are not required to be locally registered with the procuring entity.	Registration Certificate
2	Bidder must be income tax and sales tax registered and must be on active tax payers list of FBR. Carrying a National Tax Number (NTN).	Registration Certificate & Active Status
3	The bidder must have a minimum of three (3) years of experience in supplies.	Registration Certificate
4	The Bidder/Supplier should have a documented track record of completing at least three (3) similar assignments, during last five (5) years, involving the supply of comparable scale.	Purchase Order/ Contracts/Completion Certificates
5	Shall provide the undertaking on the letterhead to supply the items having online verify-able part numbers.	Undertaking
6	The bidder should have local office and after sale services in Peshawar.	Documentary proof with complete address and phone numbers
7	Can provide the item within the time specified in schedule of requirement.	Supply Schedule/ Mention days on letter head/Price Schedule.
8	The bidder should provide local warranty of the quoted items for a period of one year.	Warranty on Company Letter Head duly stamped & Signed.
9	Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted / Bankrupted by any government / semi-government organizations (procuring entity) under the administrative control of the federal / Provincial governments and that no litigation underway against them.	Affidavit on Judicial Stamp Paper of worth rupees 100/ duly attested by Oath Commissioner

Note: Contract / Purchase Order will be awarded to the lowest eligible / qualified bidder fulfilling the criteria mentioned above and all the terms and conditions of the SBD.



## Bid Form and Price Schedules

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

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

To:

Directorate of Elementary and Secondary Education  
Khyber Pakhtunkhwa GT Road, Peshawar.

Gentlemen:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to (10%) ten percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

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

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

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

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

Name & address of bidder	Amount and Currency	Purpose of Commission or gratuity

(if none, state “none”)

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

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

## Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_

<b>Financial Bid Sheet</b>							
Subject: Procurement of Stationary Items				Date:			
Supplier Name, Address & Contract Details:				Closing date			
				NTN:			
				STRN			
				Tel:			
				Fax			
				Email			
Delivery and completion days from the issuance date of purchase order							
Bid validity (in days):						30 <sup>th</sup> June, 2022	
Mentioned warranty and quoted brand against each line item:							
Delivery and installation Locations				Directorate of E&SE Peshawar			
SNo	Name of Items	Brand & Model of Quoted Items/ description	Quantity	Unit Price	All Govt. applicable Tax	Unit price including Tax	Total price including Tax
1	Ball Point		400				
2	Toner		4				
3	Toner		4				
4	Toner		4				
5	Toner		4				
6	Toner		5				
7	Toner		15				
8	Toner		5				
9	Toner		15				
10	Toner		7				
11	Toner		7				
12	Toner		6				
13	Toner		5				

14	Toner		5				
15	Note Sheet		100				
16	Stapler Machine		80				
17	Correction Pen/whitener		10				
18	High Lighter		10				
19	Paper		400				
20	Paper		400				
21	Paper		400				
22	Paper		400				
23	Stapler Pin		10				
24	Single Punch Machine		40				
25	Sowa		40				
26	Stamp Pad		10				
27	Envelope		50				
28	Envelope		50				
29	Envelope		50				
30	Gum		30				
31	File Board		150				
32	Tag		200				
33	Lace		100				
34	Marker		20				
35	Pakka Cover		150				

Signature & Stamp of Bidder \_\_\_\_\_

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

## Detail Specifications

S.No	Items	Required Specification	Specifications of the quoted Brand	Brand & Model quoted
1	Ball Point	Per Packet contained 10 Nos Ball point.		
2	Toner	Cannon (NPG-51) IR2525 black for Photostat machine (Original). Bidder will give toner serial number on company letter head for verification.		
3	Toner	(Cannon NPG-51) IR2535 black Photostat machine (China best quality)		
4	Toner	(Cannon NPG-50) IR2535 black Photostat machine (Original) Bidder will give toner serial number on company letter head for verification.		
5	Toner	(Cannon NPG-50) IR2535 black Photostat machine (China best quality)		
6	Toner	Hp Laser jet black 80A (original) Bidder will give toner serial number on company letter head for verification.		
7	Toner	Hp Laser jet black 80A (best quality)		
8	Toner	Hp Laser jet black 05A (original) Bidder will give toner serial number on company letter head for verification.		
9	Toner	Hp Laser jet black 05A best quality		
10	Toner	Hp Laser jet black 26A best quality		
11	Toner	Hp Laser jet black 85A best quality		
12	Toner	Hp Laser jet black 53A best quality		
13	Toner	Hp Laser jet black 35A best quality		
14	Toner	Hp Laser jet black 107 Original Bidder will give toner serial number on company letter head for verification.		
15	Note Sheet	Size Paper: Legal, Printing Directorate E&SE Khyber Pakhtunkhwa on top of the paper & draw line from top to bottom of left side of paper.		
16	Stapler	0326-with pin remover best quality		

	Machine			
17	Correction Pen/whitener	7ml best quality		
18	High Lighter	1-4.5mm best quality		
19	Paper	Size: Legal 80 gsm, (superior quality) imported		
20	Paper	A-4 size, 80 gsm (Superior quality) imported		
21	Paper	Size Legal 70 gsm (Superior quality) imported		
22	Paper	Size A-4 , 70 gsm (superior quality) imported		
23	Stapler Pin	24/6 best quality		
24	Single Punch Machine	best quality		
25	Sowa	With wood handle (best quality)		
26	Stamp Pad	COLOP or equivalent best quality		
27	Envelopes	size (9"x4"), Khaki, best quality		
28	Envelopes	(11"x5"), Khaki, best quality		
29	Envelopes	Size: Legal, Khaki, best quality		
30	Gum	(Nafees) 142 gsm (improved formula) best quality		
31	File Board	Legal size (best quality)		
32	Tag	Size: length ( 6") best quality		
33	Lace	Size: Length (36" best quality		
34	Marker	(Permanent) Each packet contained of 12 Nos. (best quality)		
35	Pakka Cover	best quality		

## GENERAL TERMS AND CONDITIONS

SNo	Description/Specification	Qty	Unit Rate (Rs.)	GST+ Income Tax+ any applicable taxes	Delivery Period	Total
1						
2						
3						

1. Following are the details regarding request for Bid Stationary items.

Matrix to be filled by the bidder as per the instructions laid down here.

2. **General Terms and Conditions:** Following are the General Terms and Conditions

- (a) The above details shall be submitted in a sealed envelope
- (b) Sample must be submitted at the time of opening of bids (Stationary items)
- (c) The Supplier (s) must be registered with all Tax authorities.
- (d) Warranty of Goods shall be provided along with bid. Bidder will give (Original Toner) serial number on company letter head for verification. The warranty period shall be (01) year.
- (e) The Bid must remain valid till 30th June 2022.
- (f) All suppliers shall mention all applicable taxes in their bids. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- (g) The request for Bid is non-transferable.
- (h) Bid must be submitted on or before the given time and date to the officer-designate for the purpose. No late Bid for any reason whatsoever will be considered.
- (i) The bid(s) must be accompanied with a bid security valuing 2 % of the total quoted price.
- (j) NTN/STN certificate shall be enclosed.
- (k) The Bid must carry the authorized signatures of the supplier.
- (l) Each and every page of the Original Bid document must be duly signed and stamped by the authorized person of the Bidding firm.
- (m) Directorate of E&SE (DE&SE) has the right to accept or reject any or all offers as per procedure mentioned in KPPRA Rules, 2014.

Thanking you.

Yours truly,

For and On behalf of Directorate of ESE, KP, Peshawar  
**Drawing & Disbursing Officer**  
Directorate of Elementary and Secondary Education, Khyber Pakhtunkhwa  
GT, Road Peshawar  
Tel: 091 9331763

## **GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

### **A . L A N G U A G E**

All communications and documentations related to procurements shall be in English.

### **B . B I D S E C U R I T Y D E P O S I T (Where Applicable)**

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2 % of the total value of the goods detailed in the said Schedule at 'C'.

### **C . P L A C E A N D T I M E O F D E L I V E R Y**

The Supplier/bidder shall deliver goods on F.O.R basis to Directorate of E&SE, Peshawar, in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

#### **(i) Delivery Schedule**

<b>S.No.</b>	<b>Item Deliverable</b>	<b>Date of Delivery</b>	<b>Place of Delivery</b>	<b>Verification</b>	<b>Acceptance</b>

### **D . V A R I A T I O N S / R E P E A T O R D E R S**

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the schedule, in agreement with the supplier, and the Supplier shall carry out such variations and be bound by the same conditions.

Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPPRA Rules 2014.

**E . INSPECTION of Goods on Delivery (whole applicable)**

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc. at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

**F. PACKAGING**

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.



## **G. PERFORMANCE BANK GUARANTEE**

Successful bidders shall furnish a Performance Bank Guarantee / CDR of 10% of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance.

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

## **H. FORFEITURE OF PERFORMANCE BANK GUARANTEE**

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

## **I. PAYMENT CLAUSE**

Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that Stationary items supplied is in accordance with the contract. The invoice must show the Purchase Order No.\_\_\_\_, Material Receiving Report No.\_\_\_\_, and Acceptance Note No.\_\_\_\_, with date, price/rate of each item.
- b. Material/Deliverables Challan/ Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.

- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Provincial Vendor Number/Bank Account Number and Branch name.
- i. Recovery of all applicable taxes at AC bills/source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

**21. DETAIL OF STANDARDS (if applicable)**

S#	Meets best quality (5)	Meets acceptable quality standards (4)	Meets un acceptable quality standards (3)	Does not meet acceptable quality standards (2)
1				
2				
3				
4				

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

**K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILLMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER**

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization).

The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms

**L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION**

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules 2014.

If a bidder is not satisfied with the decision of the Committee he may take recourse to the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties.

**M. INDEMNITY**

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

**N. SUB-LETTING CONTRACT**

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

**O. BRIBES COMMISSION ETC.**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

**P. TERMINATION End of Services**

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

**Termination by the Client**

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

**Termination by the Supplier**

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the

Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

**Q. FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome. If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

**R. APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPPRA Rules 2014.

**S. CONTRACT AMENDMENT**

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

**T. NOTICES**

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier\_\_\_\_\_

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered

**BANK GUARANTEE FORM IN RESPECT OF BID SECURITY**  
**(to be furnished on non-judicial stamp paper of appropriate value)**

Procuring Officer

Procuring entity and its address

1. M/s \_\_\_\_\_ through their agent \_\_\_\_\_ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. \_\_\_\_\_ for \_\_\_\_\_ due on \_\_\_\_\_ and have requested us to issue a bank guarantee for \_\_\_\_\_ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders \_\_\_\_\_ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to

NAME OF THE BANK

WITH ADDRESS \_\_\_\_\_

AUTHORIZED OFFICER OF THE BANK

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE  
ORDER / CONTRACT AGREEMENT**  
(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name of procuring entity> having its registered office at , by an agreement made between \_\_\_\_\_ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_ ) equivalent to 10 % of the total value shown in the purchase order.

In consideration of the premises we \_\_\_\_\_ Bank Limited \_\_\_\_\_ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees \_\_\_\_\_

And we \_\_\_\_\_ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after \_\_\_\_\_ days on \_\_\_\_\_ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK

WITH ADDRESS

AUTHORIZED OFFICER OF THE BANK



## PURCHASE ORDER/CONTRACT AGREEMENT

THIS AGREEMENT made the {Date of agreement} between *Directorate of Elementary and Secondary Education Khyber Pakhtunkhwa, GT Road, Peshawar* (hereinafter called –the Procuring agency) of the one part and **{Firm Name}** having its office at {Office Address} (hereinafter called –the Supplier) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *Procurement of {Items to be procured}* and has accepted a bid by the Supplier for the **supply of {Items}** in the sum of **PKR. {Amount}**. (Hereinafter called –the Contract Price).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

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

**On behalf of Supplier**

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

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

**Title:** \_\_\_\_\_

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

**On behalf of DE&SE**

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

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

**Title:** \_\_\_\_\_

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