

# ***Tender Document***

***For***

***Procurement of Early Childhood Education (ECE) Materials under ADP Schemes No: 220781 for 2222 rooms in Government Primary Schools of Khyber Pakhtunkhwa***





<b><i>Last Date and time of Tender Submission &amp; Opening</i></b>	<b><i>4th January, 2023 (Wednesday) up to 12:00 PM Opening at same day at 12:30 PM</i></b>
<b><i>Pre-Bid Conference</i></b>	<b><i>26th December, 2022 (Monday) at 11:30 AM</i></b>
<b><i>Venue</i></b>	<b><i>Committee Room of Directorate of Elementary and Secondary Education Peshawar Khyber Pakhtunkhwa</i></b>

***Directorate of Elementary & Secondary Education (E&SE)  
Khyber Pakhtunkhwa Peshawar***

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

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

**PART ONE (UNCHANGEABLE)**

-  Instructions to Bidders (ITB)
-  General Conditions of Contract (GCC)

## Preface

These Bidding Documents have been prepared for use by procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCBs) as well International Competitive Bidding (ICBs) vide 41(g) KPP Rules 2014.

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which would remain the same for every procurement and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which is further organized into six sections. Sections I, II, III, IV, and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.

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Part One - Section I.  
Instructions to Bidders

## **Notes on the Instructions to Bidders**

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part One Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

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## INSTRUCTIONS TO BIDDERS

### a. Introduction

<b>1. Source of Funds</b>	1.1	The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (1) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
<b>2. Eligible Bidders</b>	2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government

		of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the <b>Section 44(1) KPP Rules 2014.</b>
<b>3. Eligible Goods and Services</b>	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
<b>4. Cost of Bidding</b>	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>5. Bidding modality.</b>	5.1	A Bidder, if he so chooses, can bid for a maximum cluster from the available list of clusters as a whole from the list of goods provided for in the Schedule of Requirements.
	5.2	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 <b>Bid Data Sheet</b> in compliance of section 2 (c) (i) of the KPPRA Act 2012
	5.3	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.
<b>B. The Bidding Documents</b>		
<b>6. Content of Bidding Documents</b>	6.1	The bidding documents include: <ul style="list-style-type: none"> <li>a) Instructions to Bidders (ITB)</li> <li>b) Bid Data Sheet</li> <li>c) General Conditions of Contract (GCC)</li> <li>d) Special Conditions of Contract (SCC)</li> <li>e) Schedule of Requirements</li> <li>f) Technical Specifications</li> <li>g) Bid Form and Price Schedules</li> <li>h) Bid Security Form</li> </ul>

		<ul style="list-style-type: none"> <li>i) Contract Form</li> <li>j) Performance Security Form</li> <li>k) Manufacturer's Authorization Form</li> </ul>
	6.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
<b>7. Clarification of Bidding Documents</b>	7.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Document's clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
<b>8. Amendment of Bidding Documents</b>	8.1	At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
	8.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
	8.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
<b>C. Preparation of Bids</b>		
<b>9. Language of Bid</b>	9.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
<b>10. Documents Comprising the Bid</b>	10.1	<p>The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> <li>a) A Bid Form and a Price Schedule completed in all respect.</li> <li>b) Documentary evidence established in accordance that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.</li> <li>c) Documentary evidence established indicated that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and Bid security.</li> </ul>

<b>11. Bid Form</b>	11.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
<b>12. Bid Prices</b>	12.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	12.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	12.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
	12.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
<b>13. Bid Currencies</b>	13.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<b>14. Documents Establishing Bidder's Eligibility and Qualification</b>	14.1	The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
	14.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country.
	14.3	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction: <ul style="list-style-type: none"> <li>a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country.</li> <li>b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.</li> <li>c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations</li> </ul>

		<p>prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<b>15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b>	15.1	The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	15.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	15.3	<p>The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical and performance characteristics of the goods;</p> <p>b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and</p> <p>c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p>
	15.4	The Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
<b>16. Bid Security</b>	16.1	The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	16.2	The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture.
	16.3	<p>The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or</p>

		b) Irrevocable encashable on-demand Bank call-deposit.
	16.4	Any bid not secured will be rejected by the Procuring agency as non-responsive.
	16.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
	16.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security.
	16.7	The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with ITB Clause 32; or ii) to furnish performance security in accordance with ITB Clause 34.
<b>17. Period of Validity of Bids</b>	17.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
	17.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
<b>18. Format and Signing of Bid</b>	18.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
	18.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	18.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	18.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
<b>D. Submission of Bids</b>		
<b>19. Sealing and Marking of Bids</b>	19.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

	19.2	The inner and outer envelopes shall: a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	19.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
	19.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening.
<b>20. Deadline for Submission of Bids</b>	20.1	Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid data sheet.
	20.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
<b>21. Late Bids</b>	21.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
<b>22. Modification And Withdrawal of Bids</b>	22.1	The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
	22.2	The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
	22.3	No bid may be modified after the deadline for submission of bids.
	22.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.
		<b>E. Opening and Evaluation of Bids</b>
<b>23. Opening of Bids by the Procuring Agency</b>	23.1	The Procuring agency will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.
	23.2	The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may

		consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	23.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	23.4	The Procuring agency will prepare minutes of the bid opening.
<b>24. Clarification of Bids</b>	24.1	During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
<b>25. Preliminary Examination</b>	25.1	The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	25.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	25.3	The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	25.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	25.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
<b>26. Evaluation and Comparison of Bids</b>	26.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	26.2	The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	26.3	The Procuring agency's evaluation of a bid will take into account,



		<p>in addition to the bid price quoted in accordance with one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:</p> <ul style="list-style-type: none"> <li>a. incidental costs</li> <li>b. delivery schedule offered in the bid;</li> <li>c. deviations in payment schedule from that specified in the Special Conditions of Contract.</li> <li>d. the cost of components, mandatory spare parts, and service;</li> <li>e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid; the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or</li> <li>g. other specific criteria indicated in the Bid Data Sheet and/or</li> <li>f. In the Technical Specifications.</li> </ul>
	26.4	<p>For factors retained in the Bid Data Sheet pursuant to one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:</p> <ul style="list-style-type: none"> <li>a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.</li> <li>b. Delivery schedule. <ul style="list-style-type: none"> <li>i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.</li> <li style="text-align: center;">or</li> <li>ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</li> <li style="text-align: center;">or</li> <li>iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.</li> </ul> </li> </ul>

	<p>c. Deviation in payment schedule:</p> <ul style="list-style-type: none"> <li>i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.</li> <p style="text-align: center;">or</p> <li>ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.</li> </ul> <p>d. Cost of spare parts.</p> <ul style="list-style-type: none"> <li>i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.</li> <p style="text-align: center;">or</p> <li>ii. The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.</li> <p style="text-align: center;">or</p> <li>iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.</li> </ul> <p>e. Spare parts and after sales service facilities in the Procuring agency's country. The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>f. Operating and maintenance costs. Since the operating and maintenance costs of the goods under</p>
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		<p>procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>g. Performance and productivity of the equipment.</p> <p>i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications. or</p> <p>ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications. The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications</p>														
<b>Alternative</b>	26.4	Merit Point System:														
		<p>The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet</p> <table border="1"> <tr> <td colspan="2">[In the Bid Data Sheet, choose from the range of]</td> </tr> <tr> <td>Evaluated price of the goods</td> <td>60 to 90</td> </tr> <tr> <td>Cost of common list spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Technical features, and maintenance and operating costs</td> <td>0 to 20</td> </tr> <tr> <td>Availability of service and spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Standardization</td> <td>0 to 20</td> </tr> <tr> <td>Total</td> <td>100</td> </tr> </table> <p>The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.</p>	[In the Bid Data Sheet, choose from the range of]		Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features, and maintenance and operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	Total	100
[In the Bid Data Sheet, choose from the range of]																
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Availability of service and spare parts	0 to 20															
Standardization	0 to 20															
Total	100															
<b>27. Contacting the Procuring Agency</b>	27.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.														
	27.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.														

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

<b>34 Performance Security</b>	34.1	Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	34.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
<b>35. Corrupt or Fraudulent Practices</b>	35.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	35.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
<b>36. Integrity Pact</b>	36.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

**Part One - Section II.**  
**General Conditions of Contract(GCC)**

## Notes on the General Conditions of Contract (GCC)

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

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

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## General Conditions of Contract

<p><b>1. Definitions</b></p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li> <li>c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.</li> <li>d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</li> <li>e. “GCC” means the General Conditions of Contract contained in this section.</li> <li>f. “SCC” means the Special Conditions of Contract.</li> <li>g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC.</li> <li>h. “The Procuring agency’s country” is the country named in SCC.</li> <li>i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>j. “The Project Site,” where applicable, means the place or places named in SCC.</li> <li>k. “Day” means calendar day.</li> </ul>
<p><b>2. Application</b></p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p><b>3. Country of Origin</b></p>	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.</p> <p>3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>

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

	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
<b>8. Inspections and Tests</b>	8.1	The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>9. Packing</b>	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their 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' destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent Instructions ordered by the Procuring agency.

<b>10. Delivery and Documents</b>	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
<b>11. Insurance</b>	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.
<b>12. Transportation</b>	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
<b>13. Incidental Services</b>	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

<b>14. Spare Parts</b>	14.1	<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"> <li>a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;</li> <li>ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	15.1	<p>The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p>
	15.2	<p>This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p>
	15.3	<p>The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.</p>
	15.4	<p>Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.</p>
	15.5	<p>If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.</p>
<b>16. Payment</b>	16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p>

	16.2	The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
<b>17. Prices</b>	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
<b>18. Change Orders</b>	18.1	The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> <li>a drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;</li> <li>b the method of shipment or packing;</li> <li>c the place of delivery; and/or</li> <li>d the Services to be provided by the Supplier.</li> </ul>
	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
<b>19. Contract Amendments</b>	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>20. Assignment</b>	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
<b>21. Subcontracts</b>	21.1	The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.

<b>22. Delays in the Supplier's Performance</b>	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
<b>23. Liquidated Damages</b>	23.1	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in
		the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

<b>24. Termination for Default</b>	24.1	<p>The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or</li> <li>b. if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	<p>In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<b>25. Force Majeure</b>	25.1	<p>Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
	25.2	<p>For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>



	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>26. Termination for Insolvency</b>	26.1	The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
<b>27. Termination for Convenience</b>	27.1	The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect: <ul style="list-style-type: none"> <li>a. to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>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.</li> </ul>
<b>28. Resolution of Disputes</b>	28.1	The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
<b>29. Governing Language</b>	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
<b>30. Applicable Law</b>	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

<b>31. Notices</b>	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>32. Taxes and Duties</b>	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

# ***Tender Document***

***For***

***Procurement of Early Childhood Education (ECE) Materials under ADP Schemes No: 220781 for 2222 rooms in Government Primary Schools of Khyber Pakhtunkhwa***



**FOR THE FINANCIAL YEARS 2022-23**

**PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

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

## Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- a. Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.
- d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

## **PART-TWO**

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**Directorate of Elementary & Secondary Education  
Khyber Pakhtunkhwa Peshawar**

**Tender Notice for 2222 Early Childhood Education (ECE) Rooms in  
Government Primary Schools of Khyber Pakhtunkhwa**

In compliance with the Khyber Pakhtunkhwa Public Procurement Act-2012 and Khyber Pakhtunkhwa Procurement Regulatory Authority (KPPRA) Rules-2014, Directorate of Elementary and Secondary Education Khyber Pakhtunkhwa Peshawar invites Sealed quotations/bids from the Original Equipment Manufacturers or Authorized Distributor/ Organization/ manufacturer/reputed firms/ contractors/ distributors and suppliers having authority letter of the manufacturer or Principal Manufacturing License, registered with Income tax and Sales tax departments and are on the active tax payer list of the Federal Board of Revenue (FBR) for the Purchase of Early Childhood Education (ECE) Material of 222 room in the selected Districts of Khyber Pakhtunkhwa. The detailed bidding documents can be obtained from the office of the Director Elementary and Secondary Education Khyber Pakhtunkhwa Peshawar

1. Bidding competition under this advertisement shall be conducted through Single Stage-Two Envelopes Bidding Procedure as per KPPRA Act 2012 and Rules 2014 section 6(2)(b) Single Stage Two Envelopes Procedure comprising a single package containing two envelopes. Each envelope shall contain separately Technical and financial bid clearly marked in bold & legible letters and clearly mentioned cluster. The firm 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.
2. Interested firms may obtain complete set of bid document from the office of the undersigned during office hours on any working day till 4<sup>th</sup> January, 2023 free of cost upto 02:00 PM The same can also be downloaded from the following official website of E&SE Department <http://kpese.gov.pk/> and KPPRA website <http://kppra.gov.pk/>
3. A Pre-bid meeting is scheduled to be held on 26<sup>th</sup> December, 2022, at 11:30 AM in the Committee room of Directorate of Elementary and Secondary Education Khyber Pakhtunkhwa Peshawar.
4. The bidders shall thoroughly study the standard bidding documents (SBDs) before the Pre-Bid meeting and bring their query (s)/suggestion(s) to the forum for clarification/understanding and shall be submitted in written on or before the Pre-Bid Meeting. In case of non-submission as hard copy on or before the meeting day, the queries/suggestion(s) shall not be considered/entertained on the day of meeting or afterwards.
5. Interested Bidders must submit sealed bids to the Director E&SE, Khyber Road Peshawar on or before 12:00 hours, 4<sup>th</sup> January, 2023 which will be opened on the same day at 12:30 PM in the presence of bidders or their representatives, who choose to attend the process.
6. Financial bid must be accompanied with Bid Security of 2% in the shape of Call Deposit Receipt (CDR) in the name of the undersigned of the quoted rate.
7. Technical bid must be accompanied with an affidavit that original 2% CDR sealed and placed in financial bid failing which the technical bid will be considered non-responsive.
8. All pages of the Tender must be signed and stamped by the bidder/authorized person.
9. Rates quoted must include all kind of levies/ taxes and auxiliary charges (such as delivery charges at site or freight charges are also assumed to be included in the offered/ quoted price). All Kind of taxes/duties applicable by Government shall be charged as per the directives of the Government issued from time to time.
10. The Bidder shall provide samples of quoted goods along-with the bid at his own cost. Otherwise bid shall not be accepted.

11. The undersigned reserves the right to reject any or all bids as per provisions contained in clause 47 of KPPRA Procurement Rules 2014

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

**Dr. Hafiz Muhammad Ibrahim**  
**Director**  
Elementary & Secondary Education  
Khyber Pakhtunkhwa Peshawar  
Tel No: 091- 92125339-44  
Email address:directoresekpp@gmail.com

**Part Two**  
**Section I: Procurement Specific Provisions**  
**Bid Data Sheet (BDS)**

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number & scope	<b>Director E&amp;SE</b> <b>Tender/ECE Vol-I, 2022-23</b> The procuring entity will procure the Early Childhood Education material in the priority lists as per details given in SOR
ITB Clause 1.2	Name of Client & source of funds	Elementary & Secondary Education Department Public Fund, Government of Khyber Pakhtunkhwa Peshawar
ITB Clause 2.1	Eligibility of the Bidders	Joint venture/consortium not permissible
ITB Clause 3.1	Name of Goods	Procurement of Early Childhood Education (ECE) material for the selected Districts of Khyber Pakhtunkhwa specified in SOR.
ITB Clause 6	Commencement date of provision of Bidding Document	From the date of publication
ITB Clause 6	Closing date of issuance of Bid documents	<b>04/01/2023 at 12:00 PM</b>
ITB Clause 5	Bidding for Selective Items/ bidding modality	1. Bidders are advised to quote their rates on Item wise basis, separately for all items 2. Bidders are further advised to quote for maximum clusters. The choice of Cluster is not restricted.
ITB Clause	Bidding Procedure	Single Stage Two Envelope Rule 06(2)(b) of KPPRA Rules 2014
ITB Clause 24	Clarification(s) on Bidding Documents	Director E&SE Government of Khyber Pakhtunkhwa,
ITB Clause 14	Pre-Bid meeting with the interested bidders	<b>26/12/2022 at 11:30 AM</b>
ITB Clause 9	Language of bid	English
ITB Clause 10	Specific Description of Goods in the Bidding Documents	Details annexure given in SOR.
ITB Clause 12	Bid Price	Bid Price shall be inclusive of all Government duties, taxes & levies.
ITB Clause 13	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 FORM 3(A): Eligibility of the Bidders & Goods FORM 3(B): Manufacturer's Authorization FORM 4: Firm's Past Performance FORM 5: Price Schedule FORM 6: Performance Guarantee
ITB Clause 18.2	Technical Bid Proforma	Sample Technical Bid Proforma
ITB Clause 16.3	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. bidders shall furnish bid security of 2% with financial bid in the shape of Call Deposit Receipt (CDR) in the name of the Director E&SE Khyber Pakhtunkhwa Peshawar Bid security shall be kept sealed in the financial proposal. In case of two stage two envelopes the bidder shall, in addition, keep an affidavit in the technical proposal stating that a bid security amounting to 2%, has been placed in the financial proposal or bid. Otherwise the technical proposal will be considered non-responsive and will be returned to the bidder after being examined by the procurement committee.
ITB Clause 17	Bid validity period	120 days.
ITB Clause 21	Last date and time for the receipt of bidding document	04/01/2023 at 12:00 hours
ITB Clause 20	Date, time and venue of opening of technical bids	04/01/2023 at 12:30 PM Conference Room, Director E&SE, Govt of Khyber Pakhtunkhwa, Peshawar.
ITB Clause 33	Duration and supplies of Contract	Financial year 2022-23
ITB Clause 34	Performance Guaranty / Performance Security	The Performance Security will be made according to KPPRA rule. After signing the agreement, the bid security shall be submitted in the name of Director E&SE.

**Section I:**

**Part-Two**  
**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 and placing purchase orders under agreement are the purchasing entities.

### 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. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, upto: **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.

### 5. 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**

### 6. Packing (GCC Clause 11)

*Applicable if required by the Purchaser/Procuring Entity.*

### 7. 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

## 8. 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)

N/A

## 9. 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 day up to a maximum of 10% of the total Contract price.

## 10. 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:

### 1. 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.

## 11. Liquidated Damages (GCC Clause 25)

GCC 25.1—Applicable rate: **0.2% per day** of the **total Contract price**

Maximum deduction: **≤ 10% of the total contract amount as per applicable KPPRA Rules 2014 & Act 2012.**

**12. 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**.

**13. 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).

**14. Governing Language (GCC Clause 31)**

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

**15. 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**

**16. 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): **091- 92125339-44**

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

**17. 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	Check List	
			Yes	No
1	Bidder Registration under the Laws of Pakistan/Registration of Firm.	Certificate of Incorporation / Registration.		
2	Registration with Income Tax Department (Income tax exemption certificate by FBR must be attached in case of exemption from Income tax duly issued by FBR)	Certificate of Registration and Active Tax-payer List.		
3	Registration with sale Tax Department as a manufacturer of furniture or authorized dealer certificate.	Certificate of Registration. Active Tax-payer List.		
4	At least one service center of quoted Brand should already exist in Pakistan	Complete address and contact details provided		
5	Bidder should be Original Equipment Manufacturer (OEM) or supplier	Specific authorization (Certificate of Incorporation/ Registration of Authorized Distributor/Dealer / Principal Manufacture license)		
6	The Bidder should have Total working capital / Network of PK RS. 150 million in the previous three audited years.	Annual Report including Balance Sheet, income statement and profit & Loss accounts along with auditors' notes for the last audited three years should be submitted.		
7	The Bidder should have Total annual sales/supply of PK RS. 100 million in the previous Three audited years.	Supply Orders must be attached. Items.		
8	The Bidder should have paid Total Income/Sale Tax and other Taxes of PK Rs. 10 million in Pakistan in the last Three audited years	Annual Report including Balance Sheet, income statement and profit & Loss accounts along with auditors' notes for the last Three audited years should be submitted.		
9.	Bidders have not been: a) blacklisted by any of the Provincial/Federal Government or Organizations of the State/ Federal Government in Pakistan b) defaulter of any scheduled bank	a) Each bidding firm will provide an undertaking on stamp paper that the firm is not black listed or defaulter in any public sector procurement in the last three years b) Each bidder will provide undertaking that firm is not defaulter of any scheduled bank		
10	The Bidder who has not completed the previous supply of items for which this Department issue the supply orders, will not be eligible for competition.	a) Completion Certificate duly signed by the concerned DEO (Male/Female) must be attached to the Bid document.		

11	Affidavit on stamp paper (original and latest) of Rs. 100/- duly attested from Notary Public showing that bidder has placed Bid Security in financial Proposal. All Affidavit are on due date	Affidavit		
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## **TECHNICAL EVALUATION CRITERIA**

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

S #	EVALUATION PARAMETERS		
1	Working Capital / Net Worth Last Three years	250 Million & above	10
		200 Million & above	07
		150 Million & above	05
2	Number of years in the business (Experience will be counted from the first Registration with FBR for which a fresh certificate will be provided by FBR)	8 & above years	10
		5 & above years	07
		3 & above year	05
3	Similar nature Projects (having minimum of Rs.25 million or above) completed during the last Three years. (Completion certificate /Documentary proof to be annexed)	50 Million & above	10
		40 Million & above	07
		30 Million & above	05
4	Annual Sales /Supply of the Bidder for the last Three Years	200 Million & above	10
		150 Million & above	07
		100 Million & above	05
5	Total tax paid by the bidder i.e. Income Tax, Sales tax & other tax (if any) during the last Three Years, (Tax Returns must be Annexed)	30 Million & above	10
		20 Million & above	07
		10 Million & above	05
6	Availability of vehicles	5 & above	10
		3 & 4 Vehicles	07
		2 Vehicles	05
7	Provision of quality Sample of ECE items according to the Specification given in Bid Documents. Percentage mentioned the number of quality items.	100%	10
		70%	07
		50%	05
<b>TOTAL MARKS: REQUIRED FOR QUALIFICATION: 70 (70% of the Total Marks)</b>			

**The minimum Technical score (St) required to pass is 70%**

### **Threshold:**

- ❖ The bidders achieving a minimum of **49** marks (i.e. 70%) out of 70 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 un-opened to the respective Bidders. Merit point system on the basis of 70:30 will be used and contract will be awarded to best-evaluated bid under section 2 (c) (i) of KPPRA Act 2012.
- ❖ The date, time and address of the financial proposal opening:

(Will be communicated after evaluation of technical bids)




❖ The weights given to the Technical and Financial Proposals are: -

<b>Technical:</b>	<b>70%</b>
<b>Financial:</b>	<b>30%</b>

Sincerely,  
Director Elementary & Secondary Education,  
Govt; of Khyber Pakhtunkhwa

## SECTION-III

### 1. Schedule of Requirements






 List of items

 Technical Specifications



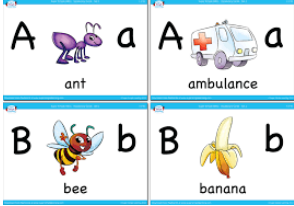




### Section III. Schedule of Requirements.





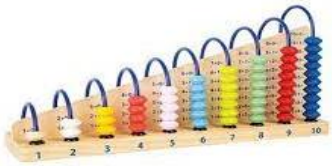

#### Annexure – A Specification of Items

**4 diff**

<b>List of Materials to be Provided in ECE Rooms</b>			
<b>S.NO</b>	<b>Items name with Specification</b>	<b>Quantity</b>	<b>Picture Sample</b>
1	Soft floor mat (36” x 36” x 22mm per sheet) four colors Green, Sky Blue, Pink, Purple (one set of four colors)	01 No	
2	Floor mat size (room size accordingly) Wooden Color	01 No	
3	Soft board or Green board/Create bulletin or activity boards (6x4 feet) with wooden border	01 No	
4	White Board (8x4 feet) with wooden border	01 No	
5	Wall Panel Different four Colors (White, Pink ,Blue,	01 No	
<b>Language and Library Corner</b>			


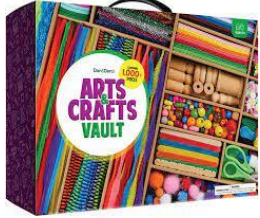





1	Alphabet Puzzle English(Wooden) Item Dimensions 11.7 x 8.7 x 0.1 inches LxWxH	05 No's	
2	Alphabet Puzzle Urdu (Wooden) Item Dimensions 11.7 x 8.7 x 0.1 inches LxWxH	05 No's	
3	Alphabet Puzzle Pashto(Wooden) Item Dimensions 11.7 x 8.7 x 0.1 inches LxWxH	05 No's	
4	Sand paper Letters (Urdu) Size 22x14x8.5 cm	01 No's	
5	Sand paper Letters (English) Size 22x14x8.5 cm	01 No's	
6	Sand paper Letters (Pashto) Size 22x14x8.5 cm	01 No's	
7	Phonetic Object Box	01 No's	

8	Alphabets (Urdu) Bleach Cards for Urdu Alphabets A Beautiful & Durable hard box containing 36 pieces of Flash Cards Size: "7.0 x 9.5"	01 No	
9	Alphabets (English) Bleach Cards for English Alphabets A Beautiful & Durable hard box containing 26 pieces of Flash Cards Size: "7.0 x 9.5"	01 No's	
10	Basic vocabulary cards with pictures(English and Urdu)	02 Sets	
11	Big Book/Story Books covering Pre-Schools Skills different books of stories, Islamic (Minimum A3 size pages)	05No's	
12	Library books set of 12 book (different Islamic ,stories ,Poems ,culture ,health and different habits,Maths, Urdu and English Alphabets, Fruit and Vegetable, Color books) 12 books in set	04 Sets	
13	Flash cards (Maths,Urdu & English) 26 Alphabets and 26 Cross Pounding pictures for English and 52 for Urdu	01 set each	
<b>Basic Mathematical Concepts</b>			
1	Brown stairs 10 brown prisms of the same length (20cm) but differing in height. vary from 10cm x 10cm x 20cm to 1cm x 1cm x 20cm.-	01 No	






2	<p>Spindle box (wooden)  <b>Specification:</b>  Dimensions: 7 × 5 × 5 inch  Material: Birch Plywood  Weight: 2 lbs</p>	01 No's	
3	<p>Counter and cards  Two compartment box with 55 red wooden counters and a set of red printed wooden numerals 1-9.  Dimensions: 9.5" x 3.5" x 2"</p>	1 No's	
4	<p>Number Match-up Puzzle (1-5)</p>	0 1No's	
5	<p>Measuring cups and funnels</p>	04 No's	
6	<p>Abacus 35X20X20 cm with Multi-color</p>	02 No's	
7	<p>Geo Boards (With Rubber Bands)  <b>Specification:</b>  Dimensions: 190 x 190 x 10 mm. One Face has grids of 10 mm square with 1 mm diameter holes at all the corners of square.</p>	08 No's	








8	Shoes Laces and beads (50 wooden beads of different colors and shapes e.g. square, oval, triangle etc. SIZE: Wooden beads measure 1-1/4 inches. Laces are 39 inches	01 Sets	
9	Wooden Number Card	01 No's	
10	Numbers Kit	01 No's	
11	Counting frame	01 No's	
12	Geometrical Shapes (Triangle, Circle and Square)	0 3 No's	
13	Sand paper number	02 No's	
14	Ice cream Sticks	02Sets	
















3. Creative Art			
1	Pattern Blocks wood (Set of 250 Pieces)	01 No's	
2	Craft Kit (Laces and Fabric pieces for Weaving)	01 No's	
3	Tangram Fun Kit (Shapes Puzzle) 32 Pcs	04 No's	
4	String along beads (50 wooden beads of different colors and shapes e.g. square, oval, triangle etc., SIZE: Wooden beads measure 1-1/4 inches. Laces are 39 inches	01 Sets	
5	Play Dough (Different colors) set of 4	02 No's	
6	Art Supplies	03 No's	
4. Science corner			
1	Clock Game Set (4 clocks)	01 No's	






2	Fruit Tray along with formic and plastic fruits	02 Sets	
3	Weather Chart	02 No's	
4	Mirror with frame	01 No	
5	Texture Box	01 No's	
6	Transportation tray(i.e. Land, water & air (e.g. car ,bus,ship,boat,aeroplane etc.) best quality	04 Sets	




7	Seeds of various types	01 Each	
8	Plastic animals (toys of different kinds, i.e. Pet animals, wild animals, sea animals, etc. <b>Specification:</b> Plastic made, 11.73 x 11.73 x 1.06 inch	02 Set	
9	Play Dough different colors for making science and geography models) 2 each color Medium sized multicolor play doh PD200H in plastic box, each unit with different color	02 Sets	
<b>5. Home corner</b>			
1	Home Appliances (models= Hand fan, TV, Kitchen washroom, bedroom, common room set etc.) Medium Size	01 No's	
2	Mobiles (ready to assemble) to do demonstration during role play to call a family member, 1122.	01 Sets	
3	Plastic animals (toys of different kinds, i.e. Pet animals, wild animals, sea animals, etc. <b>Specification:</b> Plastic made, 11.73 x 11.73 x 1.06 inch	02 Set	
4	Fruits and vegetables (toys/models) of different kinds <b>Specification:</b> Plastic Dimensions:34*26*5.5cm 20cm x 15cm x 10cm (7.87in x 5.91in x 3.94in)	02set each	

5	Tape recorder MP3	01 No	
6	Comb set of 4	02 Set	
7	Mirror	01 No	
8	Apron	01 No's	
9	Dressing Frame set of 6	01 No's	
<b>6. Classroom Environment</b>			
1	Washing Lines with Clips	01 Sets	








2	Plastic Soft Ball (dozen)	01 dozen	
3	Skipping Ropes	02 No's	
4	Bat Ball (Small hard plastic)	01 No's	
5	Basket (Medium)	05 No's	
6	Bowls (Small, Medium, Large)	03 No's	
7	World map inset (puzzle)	01 No	
8	Wall clock (Medium)	01 No	

9	Dustbin ( Large)	02No	
10	Map of Pakistan puzzle	01 NO	
11	Fix Poster (Health Hygiene and Nutrition)	02 No's	





**List of Teaching and Learning Material – Consumable**

1	Paper A4 Size Paper ream 70 gram	02 No	
2	Cotton string to display material	01 No	
3	White Charts	03 Roll 150 Sheets	



4	Poster Color	03Pack	
5	Color Brush set	02 Sets	
6	Scotch Tape (1 Inch)	02 No's	
7	Masking Tape (1 Inch width, length 20 yard)	02No's	
8	Color Pencils	12Packet	
9	Crayons	12 Packet	
10	Nail Cutter	02 No's	
11	Permanent marker	03 Packet	

12	Lead Pencils	10 Packet	
13	Steel Slate + Salaty 1 Box	35 No's	
14	Rubber (Eraser)	04 Packet	
15	Sharpeners Plastic	03 Packet	
16	Different s Picture charts (Namaz, Vegetable, Fruits, Part of Body, Different geometrical Shapes, Transport) 22" x 36" set of 6	1 No's	
17	Scissors different shapes	06 No's	
<b>Furniture,Decore and First Aid Kit</b>			
1	Floor Sitting Table different color(Blue,Red,Yellow,Green)	04 No's	





2	Plastic Chairs best Quality (Red, yellow, blue, green and purple) Size:52*41*26cm	35 no's	
3	Library Rack / Book Rack Shelve MDF Brown color 8-shelf bookcase is about 60 inches tall (just over 5 feet). with 3 feet width Brown	01 No	
4	Shoe Rack (Colored)	01 No	
5	Multi-Color Rack /Shelves for learning corners Specification: 2ft. height, 12 inches' depth, 32 inches' width LMDF sheets with 2mm PVC edging banding edges, back close with LMDF laminated sheet same color Multi-color in red, blue, yellow and green in shelves 3 ft. height, 12 inches depth, 32 inches width	10 No's	

### 9 Décor & environment

1	Parachute Hanging	02 No's	
2	Different Animal wooden Frames (Cat , Zaraffi , Lion ,Cow ,Goat ,Elephant)	06 No's	



3	Hanging Stars	07 Sets	
4	First Aid Kit	01 No	

## Detail of Clusters

S.No	Cluster	School	
		Male	Female
1	Abbottabad	100	100
	Battagram	100	100
2	Mardan	0	100
	Malakand	100	100
	Dir Lower	100	0
3	Dir Upper	100	57
	Chital Lower	100	50
	Chitral Upper	89	36
4	Shangla	100	50
	Kohistan Upper	36	17
5	Hangu	100	50
	Karak	100	100
6	Bannu	0	100
	Lakkimarwat	100	37
	Tank	100	100
Grand Totals		1225	997

## 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**

<b>1</b>	<b>Purchase Order No</b>	
	<b>Date</b>	
<b>2</b>	<b>Firm Name</b>	
<b>3</b>	<b>Firm's Address</b>	
<b>4</b>	<b>Firm Contact No</b>	
<b>5</b>	<b>Conditions of the Contract:</b>	As already communicated in the Standard Bidding Document
<b>6</b>	<b>Particulars of Stores:</b>	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**

**Affidavit/Under taking**

## 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 Requirements<sup>1</sup>.

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No<sup>2</sup>. and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment<sup>3</sup>:     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 & by Oath Commissioner.**

**attested**



## BID FORM 3(A)

Name of the Firm  
Bid Reference No:

Date of opening of Bid.

### Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Entity)	Checklist <sup>4</sup> (To be initialed by the Bidder against each document)	Relevant Page Number <sup>5</sup> in the Bid (To be filled by the Bidder)	Supporting Documents <sup>6</sup> (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
<b>Column:1</b>	<b>Column:2</b>	<b>Column:3</b>	<b>Column:4</b>
Valid Manufacturing License			
Valid Registration(s) of quoted			
Valid Import License (where			
Letter of Manufacturer's			
Partnership Deed (where			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
One year experience evidence			
Child Labor Free Certificate <sup>7</sup>			
Original Receipt of purchase of Bidding			

<sup>4</sup> 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.

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

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

<sup>7</sup> Bidders 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 AUTHORIZATION<sup>8</sup>**

**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:-----

---

<sup>8</sup>This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

## BID FORM 4

### Firm's Past Performance<sup>9</sup>.

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 <sup>10</sup> Certificate

<sup>9</sup> Bidders may use additional Sheets if required.

<sup>10</sup> 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. No:

Date of opening of Bid.

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

A) FINAL TOTAL PRICE: .....

B) DISCOUNT<sup>11</sup>: .....

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

Signature: .....

Designation: .....

Date: .....

Official Stamp: .....

<sup>11</sup> 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 CDR/ Bank Guarantee by a scheduled bank for the sum (02 - 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 \_\_\_\_\_, 20

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 \_\_\_\_\_ 2021, 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 @ 0.2% 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 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 -----

Date: -----

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

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

Name & CNIC: \_\_\_\_\_

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

Witnesses: \_\_\_\_\_



## **Under taking**

I solemnly affirm that:

1. I have thoroughly read out/examined the contents of the instant bid documents and fully understood its terms and conditions and under the said criteria, I submit my bid.
2. That the rates quoted in my bid are valid for one year and will not claim any increase or price hike to the effect.

