



OFFICE OF THE DISTRICT EDUCATION OFFICERs (MALE & FEMALE)
MOHMAND TRIBAL DISTRICT
AT GHALLANAI

BID SOLICITATION DOCUMENTS FOR
PROCUREMENT OF SCHOOL BAGS AND STATIONERY
YEAR 2024-25

Note: The prospective bidders are required to examine the bidding documents carefully, including all Instructions, terms & conditions, specifications, etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in all respects would result in the rejection of the Bid



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BID SOLICITATION DOCUMENTS

Instructions to Bidders

A. INTRODUCTION

1. Source of Funds

The Procuring entity has received funds from provincial/Federal government funds from the source(s) indicated in the bidding data in Pakistani Rupees 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.

- 1.1 The funds referred to above in addition shall be “Public Fund” which according to 2 (I) of KPPRA 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.
- 1.2 Payment by the Fund will be made only at the request of the procuring entity 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 entity shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all manufacturers from eligible source as defined in the KPPRA 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 entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.

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

3. Eligible Goods and Services

- 3.1** All goods and related services to be supplied under the contract, shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
- 3.2** For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3** The origin of goods and services is at distinct from the nationality of the Bidder.

4. Cost of Bidding

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

B. The Bidding Documents

Note: This tender process will be governed by all the terms and conditions given with this tender form as well as in the advertisement and KPPRA Rules, 2014.

5. Content of Bidding Documents

- 5.1** The bidding documents include:
- a) Instructions to Bidders (ITB)
 - b) Bid Data Sheet
 - c) General Conditions of Contract (GCC)
 - d) Special Conditions of Contract (SCC)
 - e) Schedule of Requirements
 - f) Technical Specifications
 - g) Bid Form and Price Schedules
 - h) Bid Security Form
 - i) Contract Form
 - j) Performance Security Form
 - k) Manufacturer’s Authorization Form

- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents** 6.1 An interested Bidder requiring any clarification of the bidding documents may notify the procuring entity in writing. The Bidding procuring entity will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents** 7.1 At any time prior to the deadline for submission of bids, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the procuring entity, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid** 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the procuring entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Comprising the Bid** 9.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
 - b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - d) Bid security furnished in accordance with ITB Clause 15.

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

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the procuring entity's satisfaction:

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

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

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the goods;
- b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the procuring entity; and
- c) an item-by-item commentary on the procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions

to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the procuring entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pakistani Rupees and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the procuring entity's country, in the form provided in the bidding documents or another form acceptable to the procuring entity and valid for thirty (30) days beyond the validity of the bid; or
- b) Irrevocable en-cashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the procuring entity as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring entity pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) in the case of a successful Bidder, if the Bidder fails: to sign the contract in accordance with ITB Clause 32; or to furnish performance security in accordance with

ITB Clause 33.

16. Period of Validity of Bids

- 16.1** Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the procuring entity, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- 16.2** In exceptional circumstances, the procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

- 17.1** The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2** The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3** Any inter-lineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4** The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

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

18.2 The inner and outer envelopes shall:

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

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

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

19. Deadline for Submission of Bids

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

9.2 The procuring entity 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 entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the procuring entity after the deadline for submission of bids prescribed by the procuring entity pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification And Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the procuring entity prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

- 22. Opening of Bids by the Procuring agency**
- 22.1 The procuring entity will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring entity will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the procuring entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination**
- 24.1 The procuring entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The procuring entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the procuring entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The procuring entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Evaluation and Comparison Bids**
- 25.1 The procuring entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The procuring entity's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The procuring entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- a. incidental costs
 - b. delivery schedule offered in the bid;
 - c. deviations in payment schedule from that specified in the Special Conditions of Contract;
 - d. the cost of components, mandatory spare parts, and service;
 - e. the availability procuring entity of spare parts and after-sales services for the equipment offered in the bid;
 - f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
 - g. other specific criteria indicated in the Bid Data Sheet and/or
 - h. in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- a. Incidental costs provided by the bidder will be added by

procuring entity to the delivered duty paid (DDP) price at the final destination.

b. Delivery schedule.

- i. The procuring entity requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation.

No credit shall be given to early delivery.

Or

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

Or

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

c. Deviation in payment schedule:

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

Or

- ii. The SCC stipulates the payment schedule offered by the procuring entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the

procuring entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

d. Cost of spare parts.

- i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications.

The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

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

or

- iii. The procuring entity 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 entity or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

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

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

- f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with

the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- g. Performance and productivity of the equipment.
- i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- or
- ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

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

Alternative

25.4 25.4 Merit Point System:

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

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

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

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

- 26. Contacting the Procuring agency**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the procuring entity 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 entity, it should do so in writing.

- 26.2 Any effort by a Bidder to influence the procuring entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 27. Post-qualification**
- 27.1 In the absence of prequalification, the procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the procuring entity deems necessary and appropriate.

- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the procuring entity 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.

- 29. Procuring agency's Right to Vary Quantities at Time of Award**
- 29.1 The procuring entity 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.

- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 30.1 The procuring entity 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 entity's action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the procuring entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the procuring entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

32.1 At the same time as the procuring entity notifies the successful Bidder that its bid has been accepted, the procuring entity will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the procuring entity.

33. Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the procuring entity, 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 entity.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring entity may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Khyber Pakhtunkhwa requires that procuring entity'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 KPPRA Act, 2012 and Rules made there under:

a. defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity, 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 entity of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

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

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

Part One - Section II.

General Conditions of Contract

General Conditions of Contract

1. Definitions 1.1 In this Contract, the following terms shall be interpreted as indicated:

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

k. "Day" means calendar day.

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

3. Country of Origin 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information;
Inspection and Audit by the Government**

5.1 The Supplier shall not, without the procuring entity'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 entity 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 entity'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 entity and shall be returned (all copies) to the procuring entity on completion of the Supplier's performance under the Contract if so required by the procuring entity.

5.4 The Supplier shall permit the procuring entity 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 entity, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the procuring entity 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 entity's country.

7. Performance Security

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the procuring entity the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the procuring entity 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 entity and shall be in one of the following forms:

7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the procuring entity's country, in the form provided in the bidding documents or another form acceptable to the procuring entity; or

7.3.2 a cashier's or certified check.

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

8 Inspections and Tests

8.1 The procuring entity 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 entity. SCC and the Technical Specifications shall specify what inspections and tests the procuring entity requires and where they are to be conducted. The procuring entity 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 entity.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the procuring entity 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 entity.

8.4 The procuring entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the procuring entity'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 entity or its representative prior to the Goods' shipment from the country of origin.

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

9. Packing

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

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

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

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

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the procuring entity's country, transport to such place of destination in the procuring entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

8.4.1 performance or supervision of on-site assembly and/or start-up of the supplied Goods;

8.4.2 furnishing of tools required for assembly and / or maintenance of the supplied Goods;

- 8.4.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 8.4.4 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
- 8.4.5 training of the procuring entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the procuring entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the procuring entity of the pending termination, in sufficient time to permit the procuring entity to procure needed requirements;
 - ii. following such termination, furnishing at no cost to the procuring entity, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the procuring entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The procuring entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the procuring entity.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the procuring entity 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 entity may have against the Supplier under the Contract.

16. Payment

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

16.2 The Supplier's request(s) for payment shall be made to the procuring entity 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 fulfilment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the procuring entity's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The procuring entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the procuring entity;
- b. the method of shipment or packing;
- c. the place of delivery; and/or
- d. the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the procuring entity's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the procuring entity's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance:-

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the procuring entity 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 entity 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 entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the

Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

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 entity 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 entity may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination
for Default**

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

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

For the purpose of this clause:

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

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

24.2 In the event the procuring entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the procuring entity 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 entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

26. Termination for Insolvency 26.1 The procuring entity 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 entity.

27. Termination for Convenience 27.1 The procuring entity, 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 entity'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 entity at the Contract terms and prices. For the remaining Goods, the procuring entity may elect:

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

28. Resolution of Disputes 28.1 The procuring entity 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 entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

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

30. Applicable Law

The Contract shall be interpreted in accordance with the laws of the procuring entity's country, unless otherwise specified in SCC.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the procuring entity.

INVITATION FOR BIDS

Date: __/__/2025

INVITATION FOR BIDS

Date: __/__/2025

BID DATA SHEET

1. LIST OF Bags & Stationary WITH SPECIFICATION:

S. No	Description	Per unit Rate in Figure	Rate in words
01	Class 1st to 5th 1. Size 13-1/2" x 11-1/2" width 5" Jeans Cloth 12 one side 4-1/2-inch front Pocket for geometry Box. One side Patti 2" with Department Logo with pocket, 5 No Zip (Pak), Double Khana for Text & Note books. 2. 5 Nos Note books x 40 Pages (English, Urdu ,Maths) 3. 1 No Geometry Box with 4 No HB pencil, 06 No Color Pencils, Sharpener, Eraser, Ruler , feet, Rectangle and Dee etc.		

Bid Solicitation FORM FOR THE PURCHASE OF SCHOOL BAGS AND STATIONERY FOR FY 2024-25:**A) PROFILE OF THE BIDDER:**

S#	Particulars	Bidder
01	Name of Firm / Company/Organization	
02	Year of Incorporation	
03	Registration Number	
04	Registered Office.	
	Address	
	Office Telephone Number	
	Fax Number	
05	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
06	Local Office (if any)	
	Address	
	Office Telephone Number	
	Fax Number	
07	Bid Signing Authority	
	Name	
	Computerized N.I.C Number	
	Address	

	Personal Telephone Number	
	Email Address	
	Please enclose Authorization of Power of Attorney to sign and submit the Bid	
08	Address for communication under the current Bid	
09	Registration	
	Bank Name	
	Permanent Bank Account Number	
	NTN Registration Number	
	GST Registration Number	
	Service Tax Registration Number (if any)	
10	Any other Registration with Name	
	Banker's Name, Address and Account Numbers	
11	Call Deposit Detail	
	Call Deposit Number	
	Date	
	Amount	
	Bank / Branch Name	

Note: for detail information separate sheet can also be used

B) FURNISH DETAIL FOR MEETING THE ELIGIBILITY CRITERIA:**1. Detail about Incorporation / Registration.**

S#	Particulars	Bidder
01	Year of Incorporation	
Please enclose Certificate of Incorporation		

2. Detail about Working Capital / Net Worth (Last Audited Year).

S#	Audited Years	Bidder
01	2023 – 2024	
Please enclose audited Annual Reports including Balance Sheets, Income Statement and Profit and Loss Accounts for the audited year		

3. Detail about Annual Sales (Last Audited Year).

S#	Audited Years	Bidder
01	2023 – 2024	
Please enclose audited Annual Reports and Income Tax Returns for the audited year		

4. Detail about Income Tax/Sales Tax (Last Audited Year).

S#	Audited Years	Bidder
01	2023 – 2024	
Please enclose audited Annual Reports and Income Tax Returns for the above Audited Years		

5. Detail about School bags and stationery Sales / Supply Projects (Last Audited Year).

S#	Years	Income
01	2023 – 2024	

6. Detail about HR Strength.

S#	Name	Designation	Department	Length of Service
01				
02				

03				
04				
05				
06				
07				
08				
09				
10				

Note: Other sheet can be attached here for additional information.

7. Detail about Number of stores/ display centers.

S#	Address	Storing Capacity
01		
02		
03		
04		
05		

8. Detail about stationery items, bags etc.

S#	Specifications	Available items
01		
02		
03		
04		

05		
06		
07		
08		
09		
10		

Note: Additional sheet can also be used

9. Detail about Non Defaulter / Blacklisting / Supply as per contract schedule

S#	Description	Bidder
01	Has the Bidder been defaulted/blacklisted by any of the Federal/Provincial Government or Organization of the State/Central Government in Pakistan and will supply the items/equipment's as per contract schedule.	
Bidder should submit the undertaking letter on Judicial Stamp Paper of not less than Rs. 100/- (duly attested by Oath Commissioner)		

(Note: The above stated certificates may be submitted on one stamp paper in consolidated form too)

10. Details of Service Centers in the Province of Khyber Pakhtunkhwa.

S#	District	Tehsil	Name, Address, Phone Number of Service Centers
01			
02			
03			
04			
05			

11. Details about the Commitment from the Bidder to meet the Supply within the agreed Delivery Schedule (Please provide an Undertaking on Judicial Stamp Paper.

2. **ELIGIBILITY / QUALIFICATION CRITERIA:**

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

S #	Minimum Eligibility / Qualification Criteria	Proof to be submitted for fulfilling Eligibility / Qualification Criteria
01	Bidder Registration under the Law of Pakistan	Certificate of Incorporation / Registration
02	Registration with Income Tax Department	Certificate of Registration
03	Registration with Sales Tax Department	Certificate of Registration
04	Income/Sales Tax Clearance certificate	Clearance latest / up to date
05	The Bidder must have registered office(s)/Service Centers in Khyber Pakhtunkhwa/Pakistan. List of office(s) be submitted	Valid documentary evidence must be submitted
06	The Bidder should have an average Working Capital / Net Worth to meet the tendered items amount	Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts along with auditors' notes for the last three audited years should be submitted
07	The Bidder must have completed minimum of two projects in manufacturing, sales or supply of school bags and stationery in Pakistan during the last audited year.	Valid documentary evidence must be submitted
08	The Bidder should have an average Annual Sale / Supply of bags, stationery /jute Tats, at least of the total quoted amount.	Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts during the last three audited years should be submitted

09	The bidder should have paid an average Income Tax/Sales Tax of at least Pakistani Rs. (0.3) Million in Pakistan in the last audited year.	FBR Income Tax Returns to be annexed
12	The Bidder should have at least one store/display center	Detail of Workshop
16	The Bidder should not have been blacklisted by any of the Provincial / Federal Government or Organization of the State in Pakistan in the past three years	Undertaking on stamp papers should be submitted by the Bidder
17	The Bidder should not have been defaulter by any of the Provincial / Federal Government or Organization of the State in Pakistan in the past three years	Undertaking on stamp papers should be submitted by the Bidder

3. **EVALUATION CRITERIA:**

S #	Description	Points	
01	Working Capital / Net Worth for the last audited year. Documents required: Audit reports for the last three financial years. (100 Marks)	Rs. 40 million or above	100
		Rs. 20 to 39 million	80
		Rs. 10 to 19 million	60
02	School bags, stationery etc. Sales / Supply projects in Pakistan/Khyber Pakhtunkhwa. Top 5 projects with total worth during the last three years. Documents required: Completion certificates or work orders. (100 Marks)	Rs. 40 million or above	100
		Rs. 20 to 39 million	80
		Rs. 10 to 19 million	60
03	Income Tax/Sales Tax (Average for the last audited year, Income Tax Return to be Annexed) Documents required: Income Tax Returns for the last three financial years. (100 Marks)	0.6 million or above	100
		Rs. 0.3 to 0.5 million	80
		Rs. 0.1 Million to 0.2 million	60
04	Total stores/display centers of the Bidder (Provide details of the workshops)	03 or above	100
		02	80

	Documents required: Addresses of the vendors mentioned in the letterheads of the vendor. (100 Marks)	01	60
Total Marks = 400 Marks Required for Qualification = 280 (70% Aggregate)			

Note: - In case of decimals, amounts will be rounded to the nearest million.

4. INSTRUCTIONS TO THE BIDDER:

4.1 GENERAL INSTRUCTIONS:

- 4.1.1 It will be imperative for each Bidder(s) to familiarize himself / themselves with the prevailing socio-economic, political, and legal situation for the execution of contract. The Procuring Entity shall not entertain any request for clarification from the Bidder regarding such aspects of submission of the Bid.
- 4.1.2 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Procuring Entity. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 4.1.3 The Bidder shall be deemed to have satisfied himself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price / cost quoted in the Bid to cover all obligations under this Bid Process.
- 4.1.4 It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Procuring Entity will be permitted throughout the period of completion of the contract.
- 4.1.5 The Bidder should be fully and completely responsible to the Procuring Entity for all the deliveries and deliverables.

4.2 LANGUAGE OF THE BID:

The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid shall be in English. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

4.3 LETTER OF AUTHORIZATION:

A letter of Authorization(s) from the Board of Directors or Managing Director of the Bidder organization authorizing the Bid submitting authority or a Power of Attorney should be submitted in the Qualification/Technical Proposal. The Bids received without the Letter of Authorization or Power of Attorney will be summarily rejected. The authority giving such authorization should ensure its legal capacity to give such authorization.

4.4 CONTACTING BID INVITING AUTHORITY AND REDRESS OF GRIEVANCES:

- 4.4.1 Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Procuring Entity or any individual / authority / committee / agency acting on its behalf for the purpose of this procurement prior to the notification of the award and any attempt by any Bidder to bring to bear extraneous pressures on the Purchaser or any individual / authority / committee / agency acting on its behalf for the purpose of this procurement shall be sufficient reason to disqualify the Bidder.
- 4.4.2 Notwithstanding anything mentioned above, the Procuring Entity may seek bonafide clarifications from Bidders relating to the Bid submitted by them during the evaluation of their Bids.
- 4.4.3 However, in case of any genuine grievance, the Bidder may contact the Procuring Entity through a formal request in writing for redressal of his grievance(s) as provided

in the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

4.5 ARBITRATION:

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Government of Khyber Pakhtunkhwa under the arbitration laws of Pakistan. The arbitration shall be held in Peshawar, Pakistan and the language shall be English or Urdu only. Subject to the above, the Courts in Pakistan alone shall have jurisdiction in the matter.

5. IMPORTANT NOTE:

Bidder(s) must ensure that they submit all the required documents indicated in the Bid solicitation Documents without any failure. Bids received without undertaking, valid documentary evidence and supporting documents and in the manner for the various requirements mentioned in the Bid Documents are liable to be rejected at the initial stage. The data sheets, valid documentary evidences for the critical components as detailed herein after should be submitted by the Bidder(s) for scrutiny.

6. APPLICABILITY OF KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT OF GOODS, WORKS AND SERVICES RULES, 2014:

This Bid Process will be governed by the Khyber Pakhtunkhwa Public 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 scheme.

7. BID PREPARATION AND SUBMISSION:

Bidders should examine all Instructions, Terms and Conditions and Technical Specifications as given in the Bid Documents. Failure to furnish information required in the Bid Documents or submission of Bids not substantially responsive or viable in every respect will be at the Bidder's risk and may result in rejection of the Bids. Bidders should strictly submit the Bid as specified in the Bid Documents, failing which the Bids will be held as non-responsive and will be rejected. The Bids (Qualification / Technical / Financial Proposal) should be submitted in a sealed cover envelope. The Bids shall be addressed to "District Education Officer Mohmand".

7.1 QUALIFICATION / TECHNICAL PROPOSAL:

7.1.1 Bid Preparation:

- a. The Qualification / Technical Proposal will enable the Procuring Entity to evaluate whether the Bidder is technically competent and capable of executing the order. The Financial Proposals / Bids of only those Bidders shall be opened who qualify in the Technical Evaluation process.
- b. The Qualification / Technical Proposal format as given in the Bid shall be filled, signed and stamped in all pages. The Procuring Entity will not be responsible for the errors committed in the Bids by the Bidders.
- c. The Qualification / Technical Proposal should not strictly contain any Price / Cost indications as such otherwise the Bids will be summarily rejected.

7.1.2 Details to be furnished in the Qualification / Technical Proposal:

- a. Authorization letter from the Board of Directors / Managing Director or Power of Attorney to sign the Bid Documents should be submitted. The Bid Documents received without Authorization Letter or Power of Attorney will not be considered for further processing.
- b. The Bid Documents in full should be printed and signed by the authorized person and stamped in all pages and should be submitted as a token of accepting the conditions.

- c. The Qualification / Technical Proposal should be duly filled in and signed by the authorized person and stamped in all the pages and should be submitted.
- d. The supporting documents to prove Bidder's Eligibility should be duly attested and should be submitted.
- e. The published Annual Reports, Tax Returns, Undertakings and valid documentary evidences should be signed by the authorized person and stamped in all pages and should be submitted.
- f. The Bidders shall undertake to supply the indicated school bags and stationery to all the Government Schools (boys & girls) throughout the District Mohmand.
- g. The documentary evidence shall establish Bidder's qualifications to the satisfaction of the Procuring Entity.

7.1.3 Signing the Bid:

- a. The Bids shall be typed and shall be signed by the authorized person of the Bidder. All pages of the Bid shall be signed and stamped by the authorized person.
- b. Any alterations, deletions or overwriting will be treated as valid only if they are attested with full signature by the authorized person.

7.1.4. Bid Security

2% Bid security in the name of DEO Male & Female Mohmand in the form CDR shall be kept sealed in the financial proposal. The bidder shall, in addition, keep an affidavit in the technical proposal stating that a bid security amounting to 2 percent, as may be the case without indicating the figure in the letter, 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.

7.1.5 Sealing the Bid:

The Qualification / Technical / Financial Proposal shall be placed in a sealed cover envelope and shall be super scribed with "Qualification / Technical / Financial Proposal for Provision of School bags and stationery to the Government Schools in Khyber Pakhtunkhwa Distt: Mohmand" Bid Ref. _____: due on. The "FROM" address and "TO" address shall be written without fail otherwise the Qualification / Technical / Financial Proposal is liable to be rejected.

7.2 MODE OF SUBMISSION OF BIDS:

- a. The Bids could be submitted either, by hand or via registered post on or before 28 /06/ 2025 at till 10:00 AM which will be opened on 28/05/2025 at 2:00 PM.
 - In case of submission by hand, it should be handed over to the officer / official deputed by the Procuring Entity on or before the due date and time and acknowledgment thereof should be obtained otherwise, no claim of the submission of the Bid shall be entertained. The Bids will not be received personally by any unauthorized person.
 - In case of submission by post, it should reach the Procuring Entity before the closing date / time and any delay on part of the postal will be on the part of the Bidder.
- b. The Bids received after Due Date and Time or Unsealed or incomplete will be summarily rejected.

7.3 MODIFICATION AND WITHDRAWAL OF BIDS:

The Bids once submitted can be modified or amended or withdrawn provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the procuring entity prior to the deadline prescribed for submission of bids as prescribed by the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

8. **BID OPENING:**

8.1 ***Qualification / Technical / Financial Proposal Opening:***

The Bid's outer cover and Qualification / Technical / Financial Proposal cover will be opened by the Procuring Entity on the date and time as specified in the Bid Data Sheet or any other date otherwise intimated. The Bids will be opened in the presence of the Bidders who choose to be present. The representative of the Bidder who chooses to attend the Bid opening shall bring an authorization letter from the Bidder. A maximum of two representatives for each Bidder would be allowed to attend the Bid opening.

8.2 ***Initial Scrutiny:***

Initial Bid scrutiny will be held and the Bids as given below will be treated as non-responsive if:

- a. Bid is not submitted as specified in Clause 7 above in the Bid Documents and not signed and stamped on all pages of the Bid.
- b. Bid received without the Letter of Authorization as specified in the Bid Documents
- c. Bid found with suppression of facts / details
- d. Bid with incomplete information, subjective, conditional offers and partial offers
- e. Bid submitted without supporting documents to prove eligibility criteria and evaluation
- f. Bid not complying with any of the clauses stipulated in the Bid Documents.
- g. Bid received without the mentioned undertakings
- h. Bid without Data Sheet and Annexures as required in the Bid Documents
- i. And other mandatory conditions prescribed above

All responsive Bids will be considered for further evaluation. The decision of the competent authority communicated by the Procuring Entity will be final in this regard.

8.3 ***Clarifications by the Procuring Entity:***

When deemed necessary, the Procuring Entity may seek bonafide clarifications on any aspect from the Bidder. However, that will not entitle the Bidder to change or cause any change in the substance of the Bid. During the course of Qualification / Technical Proposal evaluation, the Procuring Entity may seek additional information or historical documents for verification to facilitate decision making. In case, the Bidder fails to comply with the requirements of the Procuring Entity as stated above, such Bids may at the discretion of the Procuring Entity be rejected as technically non-responsive.

9. **BID EVALUATION:**

9.1 **SUPPRESSION OF FACTS AND MISLEADING INFORMATION:**

9.1.1 During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Procuring Entity, he shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Procuring Entity may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Earnest Money (EM) / Bid Security (BS), as the case may be, shall be forfeited.

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

9.1.3 It is up to the Bidders to submit the full, complete and attested copies of the supporting documents to meet out the criteria / requirements in the Bid Documents. Otherwise, the Procuring Entity at its discretion may or may not consider such documents.

- 9.1.4 It is the Bidder's responsibility to prove the Bidder's requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Procuring Entity failing which the Bid may be rejected.

9.2 TECHNICAL PROPOSAL EVALUATION:

- 9.2.1 The Bidders who have duly complied with the Eligibility / Qualification and Evaluation Criteria will be eligible for further processing.
- 9.2.2 The Bids which do not conform to the Qualification / Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance, warranty / guaranty services will be rejected. The **Eligible / Technically Qualified Bidders** alone will be considered for further evaluation.
- 9.2.3 Only those bidders' Financial Proposal(s) will be considered for further evaluation who are qualified in Technical Proposal(s).
- 9.2.4 The Financial Proposal evaluation will be conducted under the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. The Financial Proposal submission will be either for the whole District Mohmand at school level or by item wise lots. The Price evaluation will include all duties, taxes and expenses transportation load unload cost etc. In case of any exemption of duties and taxes made by the Government in favour of the Procuring Entity, the contractor shall be bound to adjust the same in the Financial Proposal.

10. QUALIFICATION / TECHNICAL PROPOSAL:

All pages of the Qualification / Technical Proposal should be organized section-wise, annexed with supporting documents, serially numbered and stitched intact and submitted. Additional columns and rows / fields can be added. The certificates / undertakings / documentary evidence wherever required from the Bidder, Government must be added otherwise, no explanation shall be accepted

SCHEDULE OF REQUIREMENTS

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

S. Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from the date of signing the contract
1			
2			
3			

Sample Forms

Notes on the sample Forms

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

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

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

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

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

Sample Forms

1.	BID solicitation FORM AND PRICE SCHEDULES
2.	BID solicitation SECURITY FORM
3.	CONTRACT FORM
4.	PERFORMANCE SECURITY FORM
5.	BANK GUARANTEE FOR ADVANCE PAYMENT
6.	MANUFACTURER'S AUTHORIZATION FORM
7.	INTEGRITY PACT

1. Bid Solicitation Form and Price Schedules

Date: _____
IFB No: _____

To: *[name and address of Procu]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder_____ IFB Number_____ Page of_____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required;

Signature of Bidder

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

2. Bid Security Form

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of procuring entity] (hereinafter called "the procuring entity") in the sum of for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201____.

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

3. Contract Form

THIS AGREEMENT made on this _____ day of _____ 2025 between [name of
procuring entity] of [country of procuring entity] (hereinafter called "the procuring entity") of the one part
and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the procuring entity invited bids for certain goods and ancillary services, viz.,
[brief description of goods and services] and has accepted a bid by the Supplier for the supply of those
goods and services in the sum of [contract price in words and figures] (hereinafter called
"the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the procuring entity)

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

4. Performance Security Form

To: *[name of procuring entity]*

WHEREAS *[name of Supplier]* (hereinafter called "the manufacturer/Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of _____ 20____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of procuring entity]*

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

6. Manufacturer's Authorization Form

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

To: The District Education Officer Mohmand Male & Female

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

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

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

_____ *[signature for and on behalf of Manufacturer]*

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

7. INTEGRITY PACT

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

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

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

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, co

consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Govt: of KP, except that which has been expressly declared pursuant hereto.

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:[Seal]

Terms and Conditions: -

1. The above stated amount may be increased or decreased up to the limit of 15%.
2. Tender Forms can be obtained from the date of publication/upload on Govt: web sites of this advertisement till **27/05/2025**, time **24:00 AM**, from KPPRA and E&SE Department websites, and free of cost from the office of the DEO Male & Female Mohmand.
www.KPPRA.gov.pk, www.e&se.kp.gov
3. Tendering firms must be registered with Sale Tax/Income Tax Department as Active Tax payer for the last audited year and will submit attested copies of their firm registration as well as Professional Tax, Stamp duty, Income Tax/sales Tax clearance certificates for the year **2023-24** (Clearance certificate up to **June 2024**), along with their tender documents.
4. Tender form should be properly filled and the tendering firm will signed each page of the bidding documents.
5. Scheduled price is to be considered as unit price. Changing/altering of S. No. of Item is prohibited.
6. 2% of the tendering amount must be submitted as call deposit in the name of DEO (Male & Female) Mohmand and must be submitted in the form of Bank Draft/Pay Order in any scheduled Bank.
7. Tenders completed in all respects along with relevant documents & Call Deposits in sealed envelopes must reach in the office of DEO (Male & Female) Mohmand on or before **28/05/2025, 10:00 AM**.
8. Once tender documents of a firm received will not be allowed to change/edit or alter.
9. The firm whose tender when approved shall deposit ten percent (10%) of the total amount as call deposit in the name of DEO (Male & Female) Mohmand from any Scheduled bank or Bank/performance guarantee from the bank (to the satisfaction of the procuring entity)
10. It is single stage two envelopes tender process. Technical and Financial Proposals must be submitted separately in sealed envelopes. Those bidders; who technically disqualify, their financial proposals will not be opened and will be returned to them after completion of all Codal formalities.
11. Bidding Firm may submit its bidding documents along with Financial as well as Technical proposals through registered courier (only) to the office of DEO (Male & Female) Mohmand, at Ghallanai. Name of Items and Firm shall be clearly written on top of the envelopes.
12. Samples of Items must reach one (01) day before the date of opening of tender, to the office of the DEO (Male & Female) Mohmand. Substandard samples shall be rejected and on the basis of substandard sample the bid shall be rejected.
13. Without the production of samples no tender shall be approved.
14. Verification of security/call deposit fund from the concerned bank will be carried out. The firm will be invited for the signing of agreement. If the approved firm fails to sign agreement within 10 Days, the tender will be canceled and call deposit shall be forfeited to the Public exchequer. The firm will be black listed. And the second lowest will be invited for agreement.
15. Payment will be made after successful completion of supply of school bags and stationery by the approved bidding firm after inspection certificate of Technical Committee.
16. The tendered rates shall include all kinds of taxes and transportation charges. The contractor shall supply the school bags and stationery to each school (boys & girls) (list will be provided) in District DEO (Male & Female) Mohmand.
17. The bidding documents will be opened by the purchase committee on the scheduled date and time and will decide on time in case of any deficiency in the documents of a firm.

18. The bidding firm will submit Financial and Technical Proposals in two separate envelopes, while the tender process will be single stage two envelopes. First technical proposals will be evaluated and on the basis of technical proposals, financial proposals will be opened and evaluated.
 19. All the terms and conditions given in the bidding documents will govern the whole tender. The rates given in the bidding documents will be enforced for the year 2024-25.
 20. During the year 2024-25, if any amount released for the purchase of the said items, then the approved rates can be used for the same too.
 21. Those rates will be accepted which are in the interest of Department keeping in view the standard of items.
 22. The firm which failed to fulfill its obligations with this office/Department till date will not be considered.
 23. The tender amount will be paid to the supplier/approved firm after completion of whole supply subject to the approval of the District purchase committee & report of the technical Committee.
 24. The District purchase committee has the authority to accept or reject one or all tenders, more over Chairman of the District purchase Committee has the authority to reject or accept tender on the basis of Technical/Financial proposals.
 25. The approved bidding firm shall be bound to all kind of rules/income tax, stamp duty, 2% disability and professional tax etc., enforced by the government from time to time.
 26. The approved bidding firm who has given work order shall be bound to complete supply to schools up to **31th of July 2025** according to the terms and conditions given in this advertisement as well as in the tender form.
 27. Specification/details of the items are given in the tender form.
- Tenders will be received till **28/05/2025, 10:00 AM** and will be opened on **28/05/2025, 02:00 PM**.

I fully agreed with Terms and Conditions mentioned above.

Signature of the Bidder: _____

Name of Bidder: _____

Office Address: _____

Official Seal: _____

.....