



PUNJAB CURRICULUM AND TEXTBOOK BOARD, LAHORE

BIDDING DOCUMENT



PROCUREMENT OF PHOTOCOPIER MACHINES

For

Punjab Curriculum and Textbook Board Lahore

21/E-II, Gulberg – III, Lahore.

Phone: 042-99230681, Fax: 042-99230679



This document contains two parts:

Part – I	ADVERTISEMENT
Part – II	BIDDING DOCUMENTS FOR PROCUREMENT OF PHOTOCOPIER MACHINES



Part – I

TENDER NOTICE PROCUREMENT OF PHOTOCOPIER

Sealed bids are invited from well reputed companies / firms / suppliers registered with Income Tax / Sales Tax Department for supply of Photocopier Machines at PCTB Head Office, Lahore through “Single Stage Two Envelop Procedure” of Punjab Procurement Rules 2014.

The estimated cost is mentioned in the bidding document. The interested bidders shall drop their respective Bids in the tender box of PCTB on or before 12.07.2019 at 11:00 hours. Bid Security @ 2% of the estimated price in Pak Rupees from any scheduled bank of Pakistan should be attached with Technical Proposal in the form of CDR/Demand Drat / Pay Order in favour of Punjab Curriculum & Textbook Board, Lahore. Bids received later than the mentioned date & time shall not be entertained. **Technical Bids** shall be opened on the same day at 11:30 hours in the presence of the Bidders / their authorized representative who chose to be present at the time of opening of the bids.

The Bidding Document, in English language, can be purchased by the interested bidders on submission of a written application to the Director Administration, PCTB with payment of a non-refundable fee of Rs.1,000/-. A pre-bid meeting will be held at the address given below at 1200 Hours on 01.07.2019.

Bidding Document is immediately available after this publication. PCTB shall not be responsible for any cost or expense incurred by the bidders in connection with the preparation and delivery of Bids. In case of official holiday on the day of submission of bids, next working day shall be treated as last day of submission of bids. Tender documents have also been posted on PPRA & PCTB website (www.pctb.punjab.gov.pk)

**Director Administration
Punjab Curriculum & Textbook Board
21-E-II, Gulberg-III, Lahore
Ph.# 042-99230672-76**



Part - II



Bidding Document

PROCUREMENT OF PHOTOCOPIER MACHINES



BID DATA SHEET

ITB Ref	Description	Detail
N/A	Bid reference number	No. DDAdmin/_____
N/A	Commencement of sale of Bidding Document	Immediately after publication of advertisement
N/A	Last date of sale of Bidding Document	12.07.2019
ITB Clause 24	Last date and time for the receipt of bidding document	12.07.2019 11.00 A.M
N/A	Pre-bid meeting date, time and venue	01.07.2019
ITB Clause 27	Date, time and venue of opening of technical bids	12.07.2019, 11.30 A.M. Conference Room PCTB
ITB Clause 16	Bid currency	PKR
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	2% of the Estimated value
ITB Clause 21	Bid validity period	90 Days
ITB Clause 09	Bidding procedure	Single stage – Two Envelop procedure
ITB Clause 27	Address for communication: Director Administration Punjab Curriculum & Textbook Board 21-E-II, Gulberg-III, Lahore	



LETTER OF INVITATION

Procurement of Photocopier Machines

June, 2019.

Dear Sir,

1. Managing Director, Punjab Curriculum and Textbook Board, Lahore invites sealed bids from the eligible bidders for procurement of Photocopier Machines to be submitted at Punjab Curriculum and Textbook Board, 21/E-II, Gulberg-III, Lahore.

1. Bidding shall be conducted as per procedure specified in the Bidding Document.

2. Interested bidders may obtain further information and inspect the Bidding Documents at the address given below from 09:00 AM to 04:00 PM on any working day before closing date or the same can be examined online at the PPRA website (www.ppra.punjab.gov.pk) until the closing date for the submission of bids.

3. A complete set of original Bidding Documents shall be purchased from the below mentioned office on any working days from 09:00 AM to 04:00 PM on submission of a written application and payment of non-refundable fee of Pak Rupees 1,000/- only.

4. Prospective bidders may note that the pre-bid meeting will be held at 1200 hours on 1st July 2019 at the Committee Room, PCTB.

5. Bidding will be conducted through single stage- two envelope bidding procedure as per rule 38 (a) of Punjab Procurement Rules 2014.

6. Bids must be delivered, in the manner prescribed, at or before 11:00 am on 12th July 2019. Late Bids will be rejected. Bids will be opened on the same day at 11:30 am in presence of bidders or their representatives, who choose to be present.

7. All bids (Technical) must be accompanied with a bid security which is not less than 2% of the total estimated value in form of a Pay Order/ Bank Draft/ Demand Draft Deposit at Call in the name of "Punjab Curriculum and Textbook Board, Lahore".

8. In an event where the last date for submission of bids be declared a public holiday, the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.

9. Interested bidders may visit Punjab Curriculum and Textbook Board, Lahore and PPRA websites [http:// www.pctb.punjab.gov.pk](http://www.pctb.punjab.gov.pk) & www.ppra.punjab.gov.pk for more information.

Director Administration
Punjab Curriculum & Textbook Board
21-E-II, Gulberg-III, Lahore



A. INSTRUCTIONS TO BIDDERS (ITB)

GENERAL INSTRUCTIONS:

1. Cost of Bidding

- 1.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. Clarification of Bidding Documents

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

3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 3.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or by e-mail or by phone, and shall be binding on them.
- 3.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

4. Qualification and Disqualification of Bidders

- 4.1 In the absence of prequalification, the Procuring Agency shall 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 29.2.
- 4.2 The determination shall take into account the Bidder's financial, technical or production capabilities (in case of manufacturer), infrastructure of the firm, past performance in similar contracts, engineering staff and their capabilities, inventory of spare parts, repair and calibration tools, workshop facilities to provide the after sales services. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 29.2, as well as such other information/ premises visit as the Procuring Agency deems necessary and appropriate.
- 4.3 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the



next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- 4.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
- 4.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.
- 4.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be black listed.

5. Corrupt or Fraudulent Practices

5.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts do not involve them self in corrupt and fraudulent practice as defined in rule 2(I) (P) of chapter I (General Provision) of PPRA 2014.to deprive the Procuring Agency of the benefits of free and open competition;

. In pursuance of this policy, the Procuring Agency:

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 any thing of value to influence the action of a public official in the procurement process or in Contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and

b. shall 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; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

6. Preparation of Bids

6.1 Language of Bid

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



7. Documents Comprising the Bid

- 7.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
 - (b) Documentary evidence established in accordance with ITB Clause 15 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 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

8. Bid Form and Price Schedule

- 8.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents (Annexure A Form), indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, prices, make, model, country of origin, country of manufacturer and port shipment.

9. Bid Prices

- 9.1 The Bidder shall indicate on the Price Schedule the unit prices of the goods, it proposes to supply under the Contract.
- 9.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.
- 9.3 The Bidder should quote the prices of goods according to the technical specifications. The specifications of goods, different from the demand of enquiry and Tender File No., shall straightway be rejected.
- 9.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
- 9.5 Prices offered should be for Tender File No. Conditional offer shall be considered as non-responsive Bidder.
- 9.6 While tendering your quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

10. Bid Currencies

- 10.1 Prices shall be quoted in Pak Rupees in case of Local /imported minor products free delivery basis (DDP)
- 10.2 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid for comparison purposes.
- 10.3 The price for Tender File No. will be considered for determining the lowest bidder.

11. Documents Establishing Bidder's Eligibility and Qualification

- 11.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.



- 11.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3.
- 11.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:
- (a) The Supplier/ agent shall have to produce letter of authorization from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided.
- (b) National Tax Number (NTN) and General Sales Tax Number with documentary proof shall have to be provided by the bidder(s).
- (c) The Bidder shall submit an affidavit on legal stamp paper of Rs.100/- at their firm or any one from the Bidder has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization. On account of submission of false statement the Bidder shall be disqualified forthwith and subsequently black listed.
- (d) The Bidder should have strong engineering background and necessary tools/ test equipment, trained staff for after sales services.
- (e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.
12. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 12.1 Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.
- 12.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered.
- 12.3 **Alternative bids are not allowed.**
13. **Bid Security**
- 13.1 **Bid Security should be not less than 2% for estimated values**
Estimated price of 02 Photocopier machines is Rs.23,00,000/-
- Bid Security shall be submitted in shape of Pay Order, CDR. Demand Draft.**
14. **Bid Validity**
- 14.1 Bids shall remain valid for a period up to 90 days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 14.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.
- 14.3 Bidders who,



- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

15. Submission of Bids

Format and Signing of Bid

- 15.1** The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.
- 15.2** Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 15.3** All bidding documents to be duly attested (signed and stamped) by the authorized person of Bidder.

16. Sealing and Marking of Bids

- 16.1** The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain the name and Tender File No.
- 16.2** The inner and outer envelopes shall:
- a)** be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- b)** bear the Institution name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the invitation for Bid.
- 16.3** 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 as non-responsive or late.
- 16.4** If the outer as well as inner envelopes are not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids

- 17.1** Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified not later than the time and date specified in the Invitation for Bids.
- 17.2** The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

18. Late Bid

- 18.1** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected and returned unopened to the Bidder.

19. Withdrawal of Bids

- 19.1** The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.



19.2 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 in ITB Clause 18.2 Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

20. The Bidding Procedure

20.1 Single stage – two envelopes bidding procedure

Single stage – two envelopes bidding procedure shall be applied:

(i) The bid shall comprise a single sealed package containing two separate envelopes. Each sealed envelope shall contain separately the financial proposal and the technical proposal;

(ii) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;

(iii) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;

(iv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;

(v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

(vi) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;

(viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and

(ix) The bid found to be the lowest evaluated bid shall be accepted.

21. Opening and Evaluation of Bids

21.1 Opening of Bids by the Procuring Agency

The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” and “Tender File No.” in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” and “Tender File No.” shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.

21.2 The Bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21. However, at the opening financial proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such



other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

- 21.3** The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

22. Clarification of Bids

- 22.1** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid like indication of make/model/brand etc. shall be sought, offered, or permitted.

23. Preliminary Examination

- 23.1** The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 23.2** In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall 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 Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

- 23.3** The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- 23.4** Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall 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 shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 23.5** If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

24. Evaluation and Comparison of Bids

- 24.1** The Procuring Agency shall evaluate and compare the bids on the basis of Tender File No., which have been determined to be substantially responsive, pursuant to ITB Clause 25.

- 24.2** The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances, inspection of plant / factory / premises, previous experience of similar contracts, availability of engineering staff and their capabilities, inventory of spare parts, workshop facility to provide the after sales services, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price.



- 24.3** All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these bidding documents.
- 24.4** In case of procurement on DDP basis; for the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to ITB Clause 13. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
- 24.5** A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

25. Evaluation Criteria

25.1 For the purposes of determining the lowest evaluated bid, factors other than price such as previous performances, previous experience, engineering/ technical capabilities, repair/ calibration tool, workshop facilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/ criteria will be employed on **technical proposals**.

25.2 Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA

26.2.1 For Technical evaluation of bids, the following **Mandatory Criteria** shall be applied. The bids conforming to the specifications and pre-requisite conditions indicated in Technical Specification of goods will be considered for further evaluation:

Category	Description	Status
Legal & Financial (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Required
	Valid Income Tax Registration	Required
	Valid General Sales Tax Registration (Status = Active with FBR)	Required
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan.	Required
	<ul style="list-style-type: none">Income Tax returns of last one yearBank statement of last six months showing financial soundness	Required



PUNJAB CURRICULUM AND TEXTBOOK BOARD, LAHORE

	Compliance to the technical specifications of hardware equipment to be procured	Required
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required
	Must be authorized agent/ sole agent/sole distributor of the principal / manufacturer	Required
	Experience of 02 similar Projects/Assignments in Public Institutions (Copy of evidence required e.g., Experience Private Letter, Letter of assignment, etc.)	Required

Note: Verifiable documentary proof for all above requirements are mandatory.

25.3 Financial proposals would be evaluated as follows:

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.
- iii) Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v) The bidders will quote the respective Price Schedules for DDP items in Pak Rs. only
- vi) Price Schedule for Standard Warranty of 01 Year is required to be filled in.

26. Contacting the Procuring Agency

- 26.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 26.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.



27. Rejection of Bids

- 27.1** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- 27.2** The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.
- 27.3** Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

28. Re-Bidding

- 28.1** If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.
- 28.2** The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

29. Announcement of Evaluation Report

- 29.1** The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

30. Award of Contract

30.1 Acceptance of Bid and Award criteria

The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the Contract, within the original or extended period of bid validity for complete Tender File No.

31. Procuring Agency's right to vary quantities at time of Award

- 31.1** The Procuring Agency reserves the right at the time of Contract award to decrease, the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions as per availability of the budget.

32. PPRA Rules 2014

PPRA Rules 2014 must be followed by bidder and purchaser.

33. Notification of Award

- 33.1** Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.
- 33.2** The notification of Award shall constitute the formation of the Contract.

34. Signing of Contract

- 34.1** At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- 34.2** Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The



Procuring Agency shall issue Purchase Order on the same date of signing of Contract after ensuring the submission of Bank Security for execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their Bid Security/ Earnest Money/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

35. Performance Guarantee

- 35.1** On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee shall be **10%** of the contract amount. The performance security shall be deposited in the shape of Bank Guarantee.
- 35.2** Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.1 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

36. Schedule of Requirement

- 36.1** The supplies shall be delivered within 30 days (without penalty) and with prescribed penalty as per following schedule of requirement:

Mode of penalty	Delivery Period
Without Penalty	Upto 30 days

- 36.2** In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.2% per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the Supplier.

37. Redressal of grievances by the Procuring Agency

- 37.1** The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 37.2** Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report under rule 35.
- 37.3** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 37.4** Mere fact lodging of a complaint shall not warrant suspension of the procurement process.
- 37.5** Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant forum of jurisdiction.



B. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- a. "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means Photocopier and other items which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Institute/ Hospital, Insurance, transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.
- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Agency" means the Managing Director, Punjab Curriculum and Textbook Board, Lahore.
- h. "The Procuring Agency's Country" is the country named in SCC.
- i. "The Supplier" means the individual or firms or joint venture supplying the goods under this Contract.
- j. "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 (If applicable).

3.1 All goods and related services to be supplied under the contract shall have their origin of manufacturer in USA, Europe and Japan: registered in that country and registered with their stock exchange, unless otherwise mentioned against the items and all expenditures made under the contract shall be limited to such goods and services.

4. Standards

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.



- 5.2** The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3** Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
- 6. Patent Rights**
- 6.1** The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Submission of Samples**
- 7.1** The samples shall be submitted as per detail in ITB 16.3; if demanded.
- 8. Ensuring Storage/ Installation Arrangements**
- 8.1** To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.
- 8.2** In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the Supplier.
- 9. Inspections and Tests**
- 9.1** The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
- 9.2.** For the purpose of inspections and tests of equipment. The Supplier, shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. In the event that inspection & testing is required prior to dispatch and categorically mentioned in the LC clauses, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.
- 9.3** The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.
- 9.4** The Procuring Agency's right to inspect the premises of bidders / firms to inspect their premises / setups ensuring proper after sales services.
- 9.5** Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 10. Physical Examination/ Inspection of Goods**
- 10.1** The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved specifications as decided by the Procuring Agency.



10.2 The Inspection Team will be designated by the Procuring Agency which will inspect each of the equipment/ goods as per contracted specifications and installation protocols recommended by the manufacturers.

11. Delivery and Documents

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 30 days from the date issuance of AAT. The details of original documents to be furnished by the Supplier are as follows;

- a. Operational Manuals of the Photocopier
- b. Service Manuals indicating step by step service/ maintenance protocols of each of the Photocopier

12. Transportation

12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

12.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

13. Incidental Services

13.1 The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.

13.2 The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.

13.3 The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

13.4 All Custom Duties, if any, Octroi, Clearing Charges, transportation etc will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount.

14. Warranty

14.1 A comprehensive warranty of one year will be provided free of cost including parts.

14.2 In case of part replacement, the replacement shall be done within 72 hours otherwise penalty will be imposed as 0.2% of per machine cost

14.3 If machine will out of order due to some fault it shall be made operational within 24 hours, otherwise penalty of 0.05% of per machine cost

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. The currency of payment is Pak Rupees which will be paid after installation and satisfactory report by the Inspection Committee for Delivered Duty Paid (DDP) / free delivery at the consignee end.

15.2 In case of Import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin,



compliance of International standards of quality as per INCOTERMS of latest version.

- 15.3** In case of locally manufactured items the supplier shall submit prototype samples for the approval of inspection committee prior to final supply.

16. Prices

- 16.1** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

17. Contract Amendments

- 17.1** No variation in or modification of the terms of the Contract shall be made.
17.2 No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

18. Assignment

- 18.1** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

19. Subcontracts

- 19.1** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract except the firms involved in the Joint Venture/ Consortium.

20. Delays in the Supplier's Performance

- 20.1** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
20.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.
20.3 Except as provided under GCC Clause 46 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

21. Penalties/Liquidated Damages

- 21.1** In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.



21.2 If the firm provide substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

22. Termination for Default

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

a. if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency.

b. if the Supplier fails to perform any other obligation(s) under the Contract.

c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **“corrupt practice”** means the offering, giving, receiving or soliciting of 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 Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting 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. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted by the Managing Director, Punjab Curriculum and Textbook Board, Lahore for redressal of grievances shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency



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

25. Arbitration and Resolution of Disputes

25.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

25.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

25.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through mediation or as per rules 68 of PPR 2014 arbitration. Managing Director, Punjab Curriculum and Textbook Board, Lahore shall act as arbitrator. The decisions of the Arbitrator shall be final and binding on the Parties.

26. Governing Language

26.1 The Contract shall be written in English language. Subject to GCC Clause 28, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

27. Applicable Law

27.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

28. Notices

28.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

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



SPECIAL CONDITIONS OF CONTRACT (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

1. General:

- 1.1 The imported goods shall be of USA, European, Japanese, South Korea or equivalent Origin firms; however their delivery/ provision may vary according to geographical location of their factories.
- 1.2 The Bank Guaranty will be discharged after successful installation, commissioning, servicing and completion of 01 Years comprehensive warranty Period.

2. Insurance of Local Goods

- 2.1 Insurance of Local Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to Site up to the installation, testing & commissioning of the goods.
- 2.2 Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.
- 2.3 The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other insurance company operating in Pakistan acceptable to the Procuring Agency.

3. Payment

- 3.1 The payment will be made 100% after delivery as per schedule.

4. Execution of Warranty

- 4.1 The Warranty will start from the date of acceptance of equipment (properly installed, as per contracted specifications and handing over of related documents mentioned in GCC and will last for one year at 95% uptime.

PROCURING AGENCY:

Director Administration
Punjab Curriculum and
Textbook Board, Lahore.
Tel: +92-42-99230672-5

CONTRACTING FIRM:



TECHNICAL SPECIFICATIONS

ITEM # PHOTOCOPIER (QUANTITY = 02)
(alongwith 5 cartridges each in addition)

Sr.#	ITEM	DESCRIPTION
1	Brand	Ricoh, Nashuatec, Cannon, Kyocera, or equivalent
2	Technology	Digital Laser
3	Print Speed	70 PPM (Max.)
4	Scanning Speed (A4-300DPI)	Simplex: 120 / 120 IPM Duplex: 220 / 220 IPM
5	Resolution	Printing: 1200 x 1200 DPI; 4800 x 1200 (Min.) Coping: 600 x 600 DPI (Min.)
6	CPU	P1024 (Quad Core) 1.2 GHz
7	Memory	Hard (Min.): SSD 8 GB (standard) / HHD 320 GB (standard) RAM (Min./Max.): 4.5 GB
8	USB Memory Format	EIFF, JPEG, PDF, XPS
9	Zoom	25% to 400% (1% per step)
10	Toner yield	70,000 A4 pages (approx.)
11	Drum Yield	500,000 A4 pages (approx..)
12	RADF (Reverse Automatic Document Feeder)	Duplex Built-in-Feature
13	Design	Standard
14	Warm-up Time	30 Second or Less
15	Copy Size	A3, A4, A5 and Legal
16	Acceptable Originals	A4 to A6
17	Continuous Copying	1 to 999 copies
18	Paper Weight	60 – 256 G/M2
19	Paper capacity	Standard

NOTE:

- 1- One Year Parts and Labor warranty for all components on site by distributor/sole agent etc.
- 2- The bidders should clearly mention terms and conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period.
- 3- The vendor is responsible for the installation of Configuration Management software/hardware.
- 4- The local authorized dealers should mention their manufactures authorized service center and warranty setup.



PERFORMANCE GUARANTEE FORM

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

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

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

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

This guarantee is valid from date of Installation of photocopier machines for one year

Signature and Seal of the Guarantors/Bank

Address

Date: _____

- NOTE:**
1. It should be valid for a period equal to the warranty period.
 2. The contract will be signed/ issued after submission of this Performance Security.
 3. The firm may submit the Performance Guarantee for the Tender File.



MANUFACTURER'S AUTHORIZATION FORM

[See Clause 3.1 (a) of the Instruction to Bidders]

To: *[name of Procuring Agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ 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 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:**
1. This letter of authority should be on the letter head of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer.
 2. It should be included by the Bidder in its bid.
 3. The standard authorization letter/ sole agency agreement already signed by the manufacturer may also be acceptable, depicting the above mentioned requirements.



Note:- The contract will be on judicial paper worth of rupees 0.25% of total value of work for agreement.

CONTRACT FORM

THIS CONTRACT is made at _____ on _____ day of _____ 2018, between the Director Administration, Punjab Curriculum and Textbook Board, (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s. (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance whereof M/s. (*firm name*) being the Manufacturer / authorized Supplier / authorized Agent of (*item name*) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) and services in the sum of Rs (*amount in figures and words*) cost per unit, the total amount of (*quantity of goods*) shall be Rs. (*amount in figures and words*) for free delivery items and unit price Rs. _____ for the total price Rs. _____ .

NOW, THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. 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;
 - f. the Procuring Agency's Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
 - k. Any undertaking provided by the firm
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Managing Director, Punjab Curriculum and Textbook Board, or any administrative sub-division or agency thereof or any other entity owned or controlled by it (Director Administration, Punjab Curriculum and Textbook Board, Lahore) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable



PUNJAB CURRICULUM AND TEXTBOOK BOARD, LAHORE

to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Managing Director, Punjab Curriculum and Textbook Board, Lahore, except that which has been expressly declared pursuant hereto.

7. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Managing Director, Punjab Curriculum and Textbook Board, Lahore and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Managing Director, Punjab Curriculum and Textbook Board, Lahore under any law, Contract or other instrument, be void ab initio at the option of the Managing Director, Punjab Curriculum and Textbook Board, Lahore
9. Notwithstanding any rights and remedies exercised by Managing Director, Punjab Curriculum and Textbook Board, Lahore in this regard, *[The Supplier]* agrees to indemnify Managing Director, Punjab Curriculum and Textbook Board, Lahore for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Managing Director, Punjab Curriculum and Textbook Board, Lahore in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ 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 Managing Director, Punjab Curriculum and Textbook Board, Lahore.
10. In case of any dispute concerning the interpretation and /or application of this Contract shall be settled through arbitration. The Managing Director, Punjab Curriculum and Textbook Board, Lahore shall act as arbitrator. The decisions taken and / or award made by the Arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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

Signed / Sealed by the Manufacturer /
Agency
authorized Supplier / authorized Agent

Signed/ Sealed by Procuring

1.

1.

2.

2.



BID FORM

Date: _____

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

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* 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 shall obtain an unconditional guarantee of a bank in the sum of ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bid opening under ITB Clause 10 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.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder _____ Amount _____ and
Currency _____
(if none, state "none")."

Dated this day of _____, 2019

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of .
Attachment



PRICE SCHEDULE

Item: Photocopier Machines

	Items	Quantity	Per Unit Rate	Total Amount PKR
	Photocopier Machines as per Technical Specifications	02		
Total Amount (Inclusive of all applicable taxes)				
Total amount in words Rupees _____				

NOTE:

- In case of discrepancy between unit price and total, the unit price shall prevail
- Overwriting, cutting, use of fluid etc, are not allowed which may lead to cancellation of bid offered
- Incomplete or semi filled bid shall be treated as Non-Responsive.

Stamp & Signature of Bidder: _____



LETTER OF INTENTION

Bid Ref No. _____

Date of the Opening of Bids _____

Name of the Contract :{ Add name e.g. Supply of Laboratory Equipment, I.T. Systems Equipment, Chemicals, Glassware and Office Accessories}

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

Dear Sir/Madam,

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

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

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

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

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

We confirm that we comply with the eligibility requirements as per ITB clauses 15 &16 of the bidding documents.

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

Signed:

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

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



AFFIDAVIT

I / we, the undersigned solemnly state that:

- 1) We have read the contents of the bidding document and have fully understood it.
- 2) The bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The goods that we propose to supply under this contract are eligible goods within the meaning of clause 16 of the ITB.
- 4) The undersigned are also eligible bidders within the meaning of clause 15 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any commissions or gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted of racing debarment from any government, or its organization or project.

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

Signed: _____

Note: This affidavit must be submitted on Rs.100.00 Stamp Paper along with technical offer.



FIRM'S PAST PERFORMANCE

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (Two Years as per Evaluation Criteria)

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