

**RFP No. D(A)/PCTB/06/21**

**STANDARD BIDDING DOCUMENTS**

**For**

**PROCUREMENT OF FURNITURE ITEMS FOR THE  
FINANCIAL YEAR 2022-23**



**PUNJAB CURRICULUM AND TEXTBOOK BOARD  
21/E-II, GULBERG-III, LAHORE  
Tel: +924299230672-76 Fax 99230679**

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## **APPENDIX- A**

### **ADVERTISEMENT**

#### **PROCUREMENT OF FURNITURE FOR THE FINANCIAL YEAR 2022-23**

Punjab Curriculum and Textbook Board, (PCTB) invites sealed bids for the procurement of furniture items from reputable Firms/ Companies registered with Income Tax and Sales Tax Departments, having adequate experience in the relevant field. Each applicant shall submit Technical & Financial Bids in separate sealed envelopes giving full details as demanded in the Standard Bidding Document (SBD). Single stage two envelopes bidding procedure as per Rule 38(2)(a) of PPRA Rules, 2014 shall be adopted. The rates shall be inclusive of all applicable taxes and services charges. The interested bidders should not be blacklisted by any Government(s) Department, Semi-Government, Autonomous Body, Special Institution, Company, Agency and Organization etc.

A pre-bid meeting will be held at address mentioned hereunder at 2:00 PM on 10.08.2022(Wednesday). Bid Security @ 2% of the total estimated cost as mentioned in SBD in Pak Rupees from any scheduled bank of Pakistan shall be attached with Technical Bid in the form of CDR/Demand Draft/Pay order in favor of PCTB, Lahore. Sealed bids shall be delivered at the address mentioned below on or before 15-08-2022(Monday) at 11:00 AM. Late bids shall not be entertained. Technical Bid shall be opened on the same day at 11:30 AM in presence of the applicants, representatives, who choose to attend. Standard Bidding Document (SBD) is immediately available after publication of the instant advertisement. PCTB shall not be responsible for any cost or expense incurred by applicants in connection with the preparation or submission of Bids. In case of official holiday on the day of submission, next day will be treated as last submission date. The bidders may get the Bidding Documents from the Deputy Secretary (Estate), PCBT on payment of non-refundable fee of Rs.1000/- (one thousand only), however advertisement and SBD are also available on PCTB website [www.pctb.gop.pk/tenders](http://www.pctb.gop.pk/tenders) and PPRA website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk).

**Director Administration**  
**Punjab Curriculum & Textbook Board, (PCTB)**  
**21-E-II, Gulberg-III, Lahore**  
**Contact No. 042-99230672**

## **APPENDIX- B**

### **INSTRUCTIONS TO BIDDERS**

<b>1. Scope of Bid</b>	
1.1	Punjab Curriculum and Textbook Board, (PCTB) invites sealed bids for the procurement of furniture items from reputable Firms/ Companies registered with Income Tax and Sales Tax Departments, having adequate experience in the relevant field.
<b>2. Bidding Method</b>	
2.1	As per Rule-38(2)(a) of PPRA, Rules, 2014 Single Stage Two Envelope bidding procedure.
<b>3. Fraud and Corruption</b>	
3.1	<p>It is Government of Punjab's policy to require that applicants and their authorized agents shall observe the highest standards of propriety during the pre-qualification process. For this purpose, "corrupt practice" has been defined in PPRA Act 2009 and the meaning of "corrupt and fraudulent practices" has been defined in Punjab Procurement Rules, 2014.</p> <p>The Bidder shall have to provide undertaking on stamp paper worth Rs.100/- that Company/ Firm has never been blacklisted or disqualified either by any Government/ Department/ Agency/ Authority.</p>
3.2	The Procuring Agency shall reject an application if it determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices as referred above.
3.3	If the Procuring Agency, at any time, determines that the applicant has directly or through an agent, been engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for this prequalification, it shall disqualify the Applicant and undertake further measure under PPR-14.

3.4	The Bidder is expected to examine all instructions, sections, forms, terms and specifications in the SBD. Failure to furnish all information or documentation required under the SBD may result in the rejection of the Bid.  The Bidder shall have to provide undertaking on stamp paper worth Rs.100/- in this regard.
<b>4. Clarification of SBD</b>	
4.1	Any clarification regarding SBD documents please visit at PCTB office.
<b>5. Amendment in SBD</b>	
5.1	At any time prior to the deadline for submission of the Bids, the Procuring Agency may amend the SBD by issuing addenda.
5.2	Any addendum issued shall be part of the SBD and shall be notified in accordance with the relevant provisions of PPRA Rules, 2014.
<b>6. Cost of Preparation and Submission of Bid</b>	
6.1	The Bidder shall bear all costs associated with the preparation and submission of Bids.
<b>7. Language of Bid</b>	
7.1	The Bid, as well as all correspondence and documents, shall be written in English language.
<b>8. Submission of Bid</b>	
8.1	The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and other containing the Financial Proposal, and both the envelopes enclosed together in an outer single envelope containing the name of the Procurements and name of the bidder.
8.2	The bidders shall submit Technical and Financial Bids in separate sealed envelopes in one sealed envelope on or before 15-08-2022(Monday) at 11:00 AM in the Committee Room of Punjab Curriculum and Textbook Board, Lahore.
<b>9. Alternative Bids</b>	
9.1	Alternative Bids shall not be considered.
<b>10. Technical Proposal Format and Content</b>	

10.1	Bidder is required to submit Technical Proposal on the prescribed Standard Form provided in SBD along with all relevant information and supporting documents.
<b>11. Financial Proposal</b>	
11.1	The Financial Proposal shall be prepared using the Standard Form provided in SBD.
<b>12. Financial Proposal/Cost Breakdown.</b>	
12.1	The Bidder shall submit the Financial Proposal, unit cost, total cost, transportation cost and Misc. expenses including all applicable taxes using the form furnished in SBD
12.2	The Financial Bid should be unconditional. Any conditional financial bid shall be rejected.
12.3	Bid prices shall be quoted in the Pak Rupees (PKR)
<b>13. Period of Validity of Bids</b>	
13.1	The offer must be valid for 90 <b>Days</b> from the last date of submission of Bids.
<b>14. Bid Security</b>	
14.1	02% of total Estimated Cost of <b>Rs. 2.930 Million</b> which comes to <b>Rs.58,600/- (fifty eight thousand six hundred only)</b> In shape of a CDR/DD/Pay order in the name of Punjab Curriculum and Textbook Board, to be enclosed original with the Financial Bid and copy with Technical Bid.
14.2	The bid security of unsuccessful Bidders shall be returned promptly upon signing of the contract with the successful Bidder.
14.3	The bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security and stamp duty.
14.4	The bid security may be forfeited, if <ul style="list-style-type: none"> <li>(a) A Bidder withdraws its bid during the period of bid validity.</li> <li>(b) the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) Sign the Contract Agreement.</li> <li>(ii) Furnish a Performance Guarantee</li> <li>(iii) furnish a stamp duty.</li> </ul> </li> </ul>
<b>15. Format and Signing of Bid</b>	

15.1	The Bidder shall prepare the proposal in accordance with the procedure prescribed in Rule 24 of PPRA Rules, 2014.
15.2	A Bid submitted by a Joint Venture (JV) shall be signed by all JV members so as to be legally binding on all of them.
15.3	Overwriting shall be valid only if they are signed or initialed by the person(s) signing the bid.
<b>16. Deadline for Submission of Bids</b>	
16.1	The bidders shall submit Technical and Financial Bids in separate sealed envelopes in one sealed envelope on or before 15-08-2022(Monday) at 11:00 AM <b>in the Committee Room of Punjab Curriculum and Textbook Board, Lahore.</b>
<b>17. Late Bids</b>	
17.1	Any Bid received after the deadline for submission of Bids shall be returned to the Bidder.
<b>18. Withdrawal, Substitution and Modification of Bids</b>	
18.1	Before opening of the bid, any bidder may withdraw, substitute, or modify its Bid.
<b>19. Technical and Financial Bid Opening</b>	
19.1	The Bids received till the stipulated date & time shall be opened publicly on the same date at <b>11:30 AM in the Committee Room of PCTB</b> in the presence of bidders / representative who choose to attend.
19.2	After the evaluation and approval of the technical Committee, the procuring agency, shall at a time within in bid validity period, publicly open the financial proposals of the technically responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders or their representatives. The financial bids of the technically non-responsive bidders shall be returned unopened to the respective bidders.
<b>20. Technical Evaluation</b>	

20.2	The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of knockdown evaluation criteria laid down in SBD.  A Proposal shall be rejected at this stage if the bidder fails to achieve any point of mandatory requirement indicated in the Technical Evaluation Criteria.
<b>21. Financial Evaluation</b>	
21.1	The Procuring Agency shall simultaneously notify in writing those Firms that have Technically Qualified / achieved the mandatory requirement and inform them of the date, time and location for the opening of the Financial Proposals.
<b>22. Procuring Agency's right to accept any bid, and to reject any or all bids</b>	
22.1	The Procuring Agency reserves the right to reject all the bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
22.2	The Procuring Agency shall upon request communicate to any supplier the grounds for rejection of all bids, but is not required to justify those grounds.
<b>23. Award Criteria</b>	
23.1	The Procuring Agency shall award the Contract to;  i. Technically qualified Bidder and  ii. Lowest in Financial Bid.
<b>24. Announcement of Evaluation Report</b>	
24.1	The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids prior to the award.
<b>25. Notification of Award</b>	
25.1	Prior to the expiration of the period of bid validity and upon expiry of the grievance period as per PPRA Rules, 2014 after the announcement of evaluation report, Procuring Agency shall transmit the Notification of Award to the successful Bidder, in writing, that its Bid has been accepted.
<b>26. Submission of Performance Guarantee and Stamp Duty.</b>	
26.1	The successful bidder shall furnish a Performance Guarantee in the shape of Bank Guarantee / CDR from any scheduled bank operating in Pakistan equivalent to <b>10% of the total Contract amount</b> , with 6 (six) month validity period and stamp duty @0.25% of total contract amount in shape of stamp papers within 10 days after issuance of "Letter of Award and Acceptance" for execution contract agreement.



26.2	Failure of the successful Bidder to submit the Performance Guarantee and stamp duty or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Procuring Agency may award the Contract to the second Lowest Evaluated Bidder.
<b>27.Repeat Order</b>	
27.1	The Procuring Agency reserves the right at the time of Contract award to increase the quantity of goods (15% as repeat order) originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms & conditions.
<b>28.One person one bid</b>	
28.1	The bidder can submit only one bid against an item. If the bidder quotes an alternative bid or submit two bids then the bidder will be considered as non-responsive.
<b>29.Payment</b>	
29.1	The payment shall be made to vendor within 30 days after submission of invoice subject to completion of delivery and inspection.
<b>30.Arbitration</b>	
30.1	If dispute of any kind whatsoever arises between the Procuring Agency and the Contractor/Service Provider in connection with this Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Arbitrator as per the law of arbitration enforced in Pakistan.
<b>31. Force Majeure</b>	

31.1	<p>Force majeure shall include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>(a) The Bidder shall not be liable for forfeiture of its performance security, penalty (s), 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.</li> <li>(b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Bidder and Purchaser that is, hurricane, floods, earth quake, volcanic eruption, wars or revolutions, fires epidemics, quarantine restrictions, freight embargoes, etc.</li> <li>(c) If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event.</li> <li>(d) Increase of Lockdown due to Pandemic situation, the Managing Director, PCTB shall revise the schedule of service.</li> </ul>
<b>32. Redressal of Grievances</b>	
32.1	<ul style="list-style-type: none"> <li>a. The Procuring Agency shall constitute a committee, according to Rule 67 of Punjab Procurements Rules 2014, comprising 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.</li> <li>b. 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 <b>ten (10)</b> days after the announcement of the bid evaluation report.</li> </ul>

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|  | <p>c. The committee shall investigate and decide upon the complaint within <b>fifteen (15)</b> days of the receipt of the complaint.</p> <p>d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p> |
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## **APPENDIX- C**

### **BID DATA SHEET**

<b>Contents</b>	<b>Descriptions</b>
<b>Procurement</b>	Procurement of Furniture items.
<b>Procuring Agency</b>	Punjab Curriculum and Textbook Board
<b>Black Listing Certificate</b>	The Bidder shall have to provide undertaking on stamp paper worth Rs.100/- that Company/ Firm has never been blacklisted or disqualified either by any Government/ Department/ Agency/ Authority.
<b>Acceptance of terms and conditions of Bidding Documents</b>	The Bidder shall have to provide undertaking on stamp paper worth Rs.100/- for acceptance of Terms and Conditions of SBD.
<b>Corresponding Address</b>	<b>Director (Administration)</b> <b>Punjab Curriculum and Textbook Board</b> 21 E / II, Gulberg III, Lahore <b>Tel: +924299230672-76 Fax 99230679</b>
<b>Language</b>	This SBD has been issued in the <b>English</b> language. Proposal shall be submitted in <b>English</b> language. All correspondence shall be in <b>English</b> language.
<b>All applicable Taxes</b>	The Procuring Agency shall deduct all applicable Taxes, duties and penalties from the invoice of contractor at the time of payment.
<b>Alternative Proposals</b>	Alternative proposals are <b>“Not Allowed”</b> under this procurement.
<b>Currencies</b>	The price shall be quoted in PKR.

<b>Bid Validity Period</b>	The offer must be valid for 90 <b>Days</b> from the last date of submission of Bids.
<b>Bid Security</b>	02% of total Estimated Cost of <b>Rs. 2.930 Million</b> which comes to <b>Rs.58,600/- (fifty eight thousand six hundred only)</b> In shape of a CDR/DD/Pay order in the name of Punjab Curriculum and Textbook Board, to be enclosed original with the Financial Bid and copy with Technical Bid.
<b>Submission of Proposals</b>	<p>The bidder shall submit original technical proposal in separate envelope, duly marked as '<b>Original Technical Proposal</b>'. Similarly, financial proposal shall be sealed in separate enveloped, duly marked as '<b>Original Financial Proposal</b>' and both envelopes shall be sealed in outer envelope</p> <p>Bidder shall send the proposals on the following address:</p> <p><b>Director (Administration)</b></p> <p><b>Punjab Curriculum and Textbook Board</b></p> <p>21 E / II, Gulberg III, Lahore</p> <p><b>Tel: +924299230672-76 Fax 99230679</b></p>
<b>Pre-Bid Meeting</b>	A pre-bid meeting will be held at address mentioned hereunder at 2:00 PM on 10-08-2022(Wednesday) in the Committee Room of Punjab Curriculum and Textbook Board,21 E / II, Gulberg III, Lahore.
<b>Bid submission date</b>	on or before 15-08-2022(Monday) at 11:00 in Committee Room of Punjab Curriculum and Textbook Board,21 E / II, Gulberg III, Lahore.

<b>Date of opening of Technical Proposals</b>	The opening date of Technical Proposals is 15-08-2022(Monday) at 11.30 A.M in Committee Room of Punjab Curriculum and Textbook Board,21 E / II, Gulberg III, Lahore
<b>Bidding Method</b>	As per Rule 38(2)(a) of PPRA Rules,2014 Single Stage-Two Envelope Procedure.
<b>Performance Guarantee and Stamp Duty.</b>	The successful bidder shall furnish a Performance Guarantee in the shape of Bank Guarantee / CDR from any scheduled bank operating in Pakistan equivalent to <b>10% of the total Contract amount</b> , with 6(SIX) month validity period and stamp duty @0.25% of total contract amount in shape of stamp papers within 10 days after issuance of "Letter of Award and Acceptance" for execution contract agreement.
<b>Contract</b>	The award of the contract shall be valid for <b>06 (six) month</b> from the date of signing of contract. The Bidder will enter into contract within <b>ten (10) days</b> after issuance of Letter of Award / Advance Acceptance of Tender.

## APPENDIX- D

### GENERAL CONDITION OF CONTRACT (GCC).

#### General Conditions of Contract

<b>1. Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
	1.2	<b>“Contract”</b> means, Terms and Conditions, , Proposals “Letter of Award and Acceptance ”, Contract Agreement and such further documents as may be expressly incorporated in the Letter of Award and Acceptance or Contract Agreement.
	1.3	<b>“Procuring Agency”</b> means the Punjab Curriculum and Textbook Board, Lahore
	1.4	<b>“SCC”</b> means the Special Conditions of Contract.
	1.5	<b>“Day”</b> means calendar day.
	1.6	<b>“Month”</b> means calendar month.
	1.7	<b>“Contractor/ Service Provider”</b> means the person(s) whose tender to perform the Contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted (with the consent of the Procuring Agency) assigns of the Contractor.
	1.8	<b>“Contractor/ Service Provider’s Representative”</b> means any person nominated by the Contractor/ Service Provider and named as such in the SCC.
	1.9	<b>“Services”</b> means the work to be performed by the Contractor pursuant to this Contract.
	1.10	<b>“Time for Completion”</b> means the time within which Completion of the delivery.

<b>2. Notices</b>	2.1	Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, special courier, or email to the address of the relevant party.									
<b>3. Communications</b>	3.1	Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English language.									
<b>4. Delivery Period</b>	4.1	The Contractor shall deliver the goods within 30(thirty) days after issuance of work order/purchase order.									
<b>5. Penalty</b>	5.1	<p>In case of late delivery of goods beyond the periods specified below, penalty shall be imposed upon the Supplier as mentioned below.</p> <table border="1"> <thead> <tr> <th>Sr. #</th> <th>Delivery Period as per Purchase Order</th> <th>Penalty (in case of late delivery)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Upto 30 days</td> <td>Nil</td> </tr> <tr> <td>2</td> <td>After 30 days</td> <td>Rs.5000/- (five thousand only) per day.</td> </tr> </tbody> </table>	Sr. #	Delivery Period as per Purchase Order	Penalty (in case of late delivery)	1	Upto 30 days	Nil	2	After 30 days	Rs.5000/- (five thousand only) per day.
Sr. #	Delivery Period as per Purchase Order	Penalty (in case of late delivery)									
1	Upto 30 days	Nil									
2	After 30 days	Rs.5000/- (five thousand only) per day.									
<b>6. Governing Law</b>	6.1	The Contract shall be governed by and interpreted in accordance with laws of the Islamic Republic of Pakistan.									
<b>7. Deduction of all applicable Taxes and Duties</b>	7.1	The Procuring Agency shall deduct all applicable taxes, duties, penalty and any others levies at the time of payment on the invoice of Contractor.									
<b>8. Submission of Performance Guarantee</b>	8.1	The successful bidder shall furnish a Performance Guarantee in the shape of Bank Guarantee / CDR from any scheduled bank operating in Pakistan equivalent to <b>10% of the total Contract amount</b> , with 6(six) month validity period and stamp duty @0.25% of total contract amount in shape of stamp papers within 10 days after issuance of "Letter of Award and Acceptance" for execution contract agreement.									
<b>9. Confidential</b>	9.1	The information received by the Contractor from the Procuring									



<b>Information</b>		Agency shall not be disclosed to third party unless the Contractor receives the written permission from the Procuring Agency.
<b>10. Contract Duration</b>	10.1	The contract shall be valid for 6(six) months from the date of signing of contract.
<b>11. Representatives</b>	11.1	<p><b>Authorized Representatives:</b></p> <p><b>The Procuring Agency:</b>  <b>Director (Administration)</b>  <b>Punjab Curriculum and Textbook Board</b>  21 E / II, Gulberg III, Lahore</p> <p><b>Tel: +924299230672-76 Fax 99230679</b></p> <p><b>The Contractor 's Representative(s):</b></p>
<b>12. Force Majeure</b>	12.1	<p>Force majeure shall include, without limitation, the following:</p> <p>(e) The Bidder shall not be liable for forfeiture of its performance security, penalty (s), or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>(f) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder and Purchaser that is, hurricane, floods, earth quake, volcanic eruption, wars or revolutions, fires epidemics, quarantine restrictions, freight embargoes, etc.</p> <p>(g) If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably</p>

		<p>practical, and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event.</p> <p>(h) Increase of Lockdown due to Pandemic situation, the Managing Director, PCTB shall revise the schedule of service.</p>
<b>13.Arbitration</b>	13.1	<p>If dispute of any kind whatsoever arises between the Procuring Agency and the Contractor/Service Provider in connection with this Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Arbitrator i.e. Managing Director, PCTB</p>
<b>14. Sub-Contract</b>	14.1	<p>The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.</p>
<b>15. Termination for Default</b>	15.1	<p>If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.</p>
<b>16.Blacklisting</b>	16.1	<p>If the Contractor fails / delays in performance of any of the</p>

		<p>obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, for period one year, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014.</p>
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## APPENDIX- E

### SPECIAL CONDITION OF CONTRACT (GCC).

#### Special Conditions of Contract (SCC).

Clause Number	Special Conditions of Contract (SCC)
1.	<p><b>Address for notice purposes:</b></p> <p><b>The Procuring Agency:</b> <b>Director (Administration)</b> <b>Punjab Curriculum and Textbook Board</b> 21 E / II, Gulberg III, Lahore</p> <p><b>Tel: +924299230672-76 Fax 99230679</b></p> <p><b>The Contractor 's Representative(s):</b></p>
2.	<p><b>Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</p>
3.	<p><b>Language:</b></p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English</b>.</p>
4.	<p><b>Authorized Representatives:</b></p> <p><b>Authorized Representatives:</b></p> <p><b>The Procuring Agency:</b> <b>Director (Administration)</b> <b>Punjab Curriculum and Textbook Board</b></p>

	<p>21 E / II, Gulberg III, Lahore</p> <p><b>Tel: +924299230672-76 Fax 99230679</b></p> <p><b>The Contractor 's Representative(s):</b></p>
<b>Payment</b>	
<b>5.</b>	All the payments made to Contractor shall be in Pak Rupees only, after the deduction of all applicable taxes, penalties, duties, levies and any other charges enforce by the Government of Pakistan / Government of the Punjab.
<b>6.</b>	The payments shall be made to Contractor within 30 days after submission of invoice subject to completion and inspection of goods.
<b>Performance Guarantee</b>	
<b>7.</b>	The successful bidder shall furnish a Performance Guarantee in the shape of Bank Guarantee / CDR from any scheduled bank operating in Pakistan equivalent to <b>10% of the total Contract amount</b> , with 6(six) month validity period and stamp duty @0.25% of total contract amount in shape of stamp papers within 10 days after issuance of "Letter of Award and Acceptance" for execution contract agreement.

## **APPENDIX- F**

### **TECHNICAL EVALUATION CRITERIA**

#### **KNOCKDOWN CRITERIA**

The Bidder shall be declared as non-responsive and shall not be considered for further evaluation, in case of non-compliance of any mandatory parameter given below.

<b>List of mandatory Documents</b>			<b>Yes</b>	<b>No</b>
<b>1</b>	<b>Registration Certificate.</b>	Registration of Firm/Company/Distributor/Dealer duly supported with documentary evidence.		
<b>2</b>	<b>Original receipt of Purchase of tender</b>	Original receipt for purchase of bidding document attach with technical bid		
<b>3</b>	<b>Bid Security</b>	Copy with technical bid and original With financial bid		
<b>4</b>	<b>National Identity Card</b>	Copy of valid CNIC		
<b>5</b>	<b>NTN/ GST and ATL</b>	The bidder must provide the NTN/GST registration certificate and proof of enlistment on the Active Tax Payer List (ATL) available on Federal Broad of Revenue (FBR) Website.		
<b>6</b>	<b>Financial Capacity of Firm</b>	The firm shall provide minimum 2 million Annual Sales Turnover/Gross Revenue of Financial Year 2020-2021 in form of FBR Tax Returns		
<b>7</b>	<b>Acceptance of</b>	The Bidder shall have to provide		

	<b>terms and conditions of Bidding Documents</b>	undertaking on stamp paper worth Rs.100/- for acceptance of Terms and Conditions of SBD		
<b>8</b>	<b>Specific experience of firm</b>	Supplier having at least two years Supply Experience to the Public Sector organizations (The Supplier shall submit Purchase Order)		
<b>9</b>	<b>Provision of black listing certificate</b>	The Bidder shall have to provide undertaking on stamp paper worth Rs.100/- that Company/ Firm has never been blacklisted or disqualified either by any Government/ Department/ Agency/ Authority.		
<b>10</b>	<b>Professional tax certificate</b>	Payment of professional tax for the financial year 2021-2022.		
<b>11</b>	<b>Provision of Samples</b>	The bidder shall have to provide the sample of quoted items.		

**Note: 1** The Bidder shall have to provide the documentary proof and attach all rein this regard.

**Note: 2**

The Bidder shall have to provide complete sample as mentioned in price schedule/financial proposal/breakdown of cost from Sr No:1 to Sr No:4. The Technical Proposal of the Bidders/Suppliers shall be rejected if the Bidders/Suppliers do not provide the complete samples.

Authorized Signature [*In full and initials*]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

**APPENDIX- G**

**TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To,

Director (Administration)  
Punjab Curriculum and Textbook Board, Lahore

Subject: **SUBMISSION OF TECHNICAL PROPOSAL AGAINST PROCUREMENT OF FURNITURE ITEMS FOR THE FINANCIAL YEAR 2022-23.**

We are hereby submitting our Technical Proposal sealed under a separate envelope against yours request dated ----- for procurement of furniture items for the financial year 2022-23

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to execute the tasks in accordance with the statement of work and our contractual obligations within the given time schedule and up to the entire satisfaction of the procuring agency.

We understand you are not bound to accept any Proposal.

Yours sincerely,

**Authorized Signature [In full and initials]:** \_\_\_\_\_  
**Name and Title of Signatory:** \_\_\_\_\_  
**Name of Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_



## APPENDIX- H

### PRICE SCHEDULE / FINANCIAL BID

Name of Bidder. \_\_\_\_\_

Registered Office Address. \_\_\_\_\_

#### BREAKDOWN OF COST

Sr.No	Name of Item	Makes and Specifications	Total Qty	Unit Cost (Inclusive of Taxes)	Total Amount (Inclusive of Taxes)
1	Executive table with side rack	Width 5 feet-0 inches Depth 3 feet-0 inches Height 2 feet-6 inches	14		
2	Staff Table	Width 4 feet-0 inches Depth 2 feet-6 inches Height 2 feet-6 inches	14		
3	Executive Chair	high quality, revolving, height adjustment with soft back	15		
4	Staff Chair	high quality, revolving, height adjustment with soft back	32		
<b>Total Cost (inclusive of all taxes)</b>					

**Note:1**

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.

**Note:2**

The Bidder shall have to quote complete items rates from Sr No:1 to Sr No:4 as mentioned above in price schedule/financial proposal/breakdown of cost. The financial proposal of the Bidders/Suppliers shall be rejected if the Bidders/Suppliers do not quote any item rate from Punjab Curriculum and Textbook Board (PCTB)

Sr No:1 to Sr No:4

**Sign:** \_\_\_\_\_

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

**Stamp:** \_\_\_\_\_

**APPENDIX- I**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To,

Director (Administration)  
Punjab Curriculum and Textbook Board, Lahore

Subject: **SUBMISSION OF FINANCIAL PROPOSAL AGAINST PROCURMENT OF FURNITURE ITEMS OF PUNJAB CURRICULUM AND TEXTBOOK BOARD FOR THE FINANCIAL YEAR 2022-23.**

We are hereby submitting our Financial Proposal sealed under a separate envelope against yours request dated ----- for procurement of furniture items for the financial year 2022-23.

Our attached Financial Proposal is for the sum of [*Insert amount(s) in figures and words*] including all applicable taxes and others expenses.

Our Financial Proposal shall be binding upon us up to expiration of the Bid validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**Authorized Signature [In full and initials]:** \_\_\_\_\_  
**Name and Title of Signatory:** \_\_\_\_\_  
**Name of Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**APPENDIX- I**

**CERTIFICATE FOR ACCEPTANCE OF TERMS AND CONDITIONS OF SBD.**

I, **Name of authorize person of firm** **designation** **CNIC** certify that, all terms and conditions of SBD has been accepted.

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## **APPENDIX- K**

### **BLACK LISTING CERTIFICATE**

I, **Name of authorize person of firm designation CNIC** certify that, firm has not been blacklisted by Government of the Punjab, or any Administrative Department, Attached Department, Autonomous Body, Special Institution, Agency thereof or any other entity owned or controlled by it.

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**APPENDIX- L**

**Performance Guarantee Form**

Beneficiary: PCTB, LAHORE

DATE:

PERFORMANCE GURANTEE NO.

**WHEREAS** (Name of the Contractor/ Supplier) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF \_\_\_\_\_" procurement of the following:

1. [*Please insert details*].

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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.

The guarantee shall expire after expiry of contract period.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

**PPENDIX- M**

**DRAFT**

**CONTRACT AGREEMENT**

**FOR**

**PROCUREMENT OF FURNITURE ITEMS FOR THE FINANCIAL  
YEAR 2022-23**

**BETWEEN**

**PUNJAB CURRICULUM AND TEXTBOOK BOARD**



**AND**

**M/s**

**CONTRACT AGREEMENT**

The Contract Agreement (herein called as “Contract Agreement”) is signed on the -----  
----- by and between the Punjab Curriculum and Textbook Board, Lahore(herein after  
referred to as the “PCTB” or “Client” or “Procuring Agency” or “Purchaser”) and -----  
----- (herein after referred to as the “Supplier” or “Contractor” or “-----  
-----”), also declared individually as “First Party” and “Second  
Party” respectively and collectively as the “Parties”.

The effective date of the enforcement of this agreement is ----- and shall remained valid  
for the period of 6(six) month.

**WHEREAS,**

- i. The Punjab Curriculum and Textbook Board intended to procurement of furniture items for the financial year 2022-23.

**NOW THEREFORE,** the Parties hereby agree to enter into this contract in accordance with the Terms and Conditions laid down in the documents attached herewith as the following Appendices which shall be deemed to form an integral part of this contract:

<b>Appendix-A:</b>	<b>Letter of Award and Acceptance.</b>
<b>Appendix-B:</b>	<b>General Condition of Contract (GCC).</b>
<b>Appendix-C:</b>	<b>Special Condition of Contract (SCC).</b>
<b>Appendix-D:</b>	<b>Performance Guarantee.</b>
<b>Appendix-E:</b>	<b>Contractor Proposals.</b>

**IN WITNESS WHEREOF;** the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written;

For and on behalf of the <b>Punjab Curriculum and Textbook Board.</b>	For and on behalf of the -----



<b>Signature-----</b> <b>Name:</b> <b>Designation:</b> <b>CNIC NO:</b>	<b>Signature-----</b> <b>Name:</b> <b>Designation:</b> <b>CNIC NO:</b>
<b>Witness:1</b>	<b>Witness:2</b>
<b>Signature-----</b> <b>Name</b> <b>Designation:</b> <b>CNIC NO:</b>	<b>Signature-----</b> <b>Name</b> <b>Designation:</b> <b>CNIC NO:</b>