



# **Bidding Document**

For

# Procurement of Office Stationery, Computer Stationery and Misc. Store Items

# **National Competitive Bidding**

**Single Stage-One Envelop** 

## GOVERNMENT OF PAKISTAN Pakistan Institute of Education (PIE) MINISTRY OF FEDEEAL EDUCATION AND PROFESSIONAL TRAINING

December, 2023

F. No. 2/4-1/2023/PIE/PC Government of Pakistan Pakistan Institute of Education Ministry of Federal Education and Professional Taleemi Chowk, G-8/1, Islamabad \*\*\*\*\*

## <u>INVITATION TO BIDS THROUGH EPADS</u> Stationery, Computer Stationery and Other/Misc. items

Office of **Pakistan Institute of Education** (PIE) a Federal Government organization, invites bids through E-Pak Acquisition and Disposal System (**EPADS**) from the suppliers/firms registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers list of the Federal Board of Revenue and having registered office, for supply of **Office Stationery, Computer Stationery and other Misc. items.** 

2. Bidding documents containing detail terms and conditions, can be download from <u>http://eprocure.gov.pk</u> and **PIE website<u>www.pie.gov.pk</u>** free of cost. Bids should be submitted electronically **ONLY** through EPADS. Manual submission of bids in **NOT** allowed. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidders may contact Mr. Rizwan Mehmood, Director MIS PPRA Room No. 199, 1<sup>st</sup>, Floor FBC building Sector G-5/2 Islamabad, contact number 0333-5200843,051-9205728.

3. The bids, prepared in accordance with instructions in the bidding documents, must be submitted on EPADS by **08-01-2024** at 11:00 hrs. Bids will be opened on the same day at 11:30 hrs.

Director / Chairman Purchase Committee Pakistan Institute of Education (PIE), Ministry of Federal Education & Professional Training, Islamabad Taleemi Chowk, G-8/1, Islamabad, Phone No. 051-9261358

# Government of Pakistan PAKISTAN INSTITUTE OF EDUCATION (PIE) Ministry Of Federal Education and Professional Training, Islamabad

## **BIDDING DOCUMENTS**

For

## NATIONAL COMPETITIVE BIDDING

## **Office Stationery and Misc. Store Items**

Part One

- Instructions to Bidders (ITB)
- Bid Data Sheet (BDS)
- Schedule of Requirement & Technical Specifications
- Standard Forms

Part Two

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)

December, 2023

Part One - Section I. Instructions to Bidders

## Instructions to Bidders A. Introduction

1.	Source of Funds	1.1	Government of Pakistan.	
2.	Eligible Bidders	2.1	This Invitation for Bids is open to all eligible suppliers, except as provided hereinafter.	
		2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.	
		2.3	Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.	
		2.4	Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1.	
3.	3. Cost of Bidding		The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the	
			bidding process.	
			B. The Bidding Documents	
4.	4. Applicable Bidding 4 Procedure and Content of Bidding Documents		The Bidding procedure shall be governed as per the laws of the Islamic Republic of Pakistan in accordance with the Public Procurement Rules- 2004 issued and amended from time to time, by the Public Procurement Regulatory Authority (PPRA). The applicable Rules are <b>Public</b> <b>Procurement Rules (PPR) 36 "Procedures of Open Competitive Bidding" Sub-Rule (a) "Single Stage – Single Envelop Procedure".</b> Bidders are also advised to refer to the PPR-2004 to conform the procedure given for Single Stage One Envelop Bidding Procedure.	
		4.2	The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include: -	
			a) Instructions to Bidders (ITB)	
			b) Bid Data Sheet (BDS)	
			c) General Conditions of Contract (GCC)	

- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements and Technical Specifications
- f) Bid Form and Price Schedules
- g) Contract Form
- h) Manufacturer's Authorization Form
- i) Performance Guarantee Form
- 4.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid

- 5. Clarification of Bidding Documents
- 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the Purchaser's address indicated in ITB Clause 17.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents, directly from the purchaser.
- 5.2 All bidders will submit any amendment in the bid through according to the provisions in EPADS.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids
- 5.4 A pre-bid meeting will be held as prescribed in the Invitation for Bids. The pre-bid meeting will be held at the premises of the Purchaser, to answer any queries that potential bidders may have.
- 5.5 The purpose of the meeting is to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested, as far as possible, to submit any questions in writing or by electronic mail or facsimile, before scheduled date of pre-bid meeting. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all as per the provision of EPADS.

of other (incidental) services, if any, listed in the Bid Data Sheet will be

#### **C. Preparation of Bids**

6.	Language of Bid	6.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
7.	Documents Comprising the Bid	7.1	The bid prepared by the Bidder shall comprise the following components:-
			A Bid Form and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and
			bid security furnished in accordance with ITB Clause 13.
8.	Bid Form	8.1	The Bidder shall complete the Bid Form and the appropriate Price schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices
9.	Bid Prices	9.1	The Bidder shall indicate on the appropriate Price Schedule the Items/Lot prices (where applicable) and total bid price of the Goods it proposes to supply under the contract.
		9.2	Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) prices i.e. prices inclusive of all applicable taxes, freight (transportation) charges, insurances & warranties if any, etc. The price

		9.3	The term DDP (Delivered Duty Paid), shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.
		9.4	The Bidder's separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
		9.5	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.
10.	Bid Currencies	10.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
11.	Documents Establishing Bidder's Eligibility and Qualification	11.1	Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
			The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
			a) The Bidder meets the qualification criteria listed in the Bid Data Sheet.
12	Bid Security		Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security 5% specified in the Bid Data Sheet.
		12.2	The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7
		12.3	The bid security shall be in Pak. Rupees and shall be in one of the following forms: -
			a) Call-deposit/bank draft/pay order/banker's cheque in name of the Purchaser given under ITB clause 13.1 of Bid Data Sheet.
		12.4	Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 22.
		12.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 14
		12.6	The successful Bidder's bid security will be discharged upon the submission of performance security.
		12.7	The bid security may be forfeited:
			a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
			b) in the case of a successful Bidder if the Bidder fails to sign the

b) in the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with ITB Clause 30 or fails to provide performance security.

13	Period of Validity of Bids	13.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive	
		13.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidde may refuse the request without forfeiting its bid security. A Bidde granting the request will not be required nor permitted to modify its bid <b>D. Submission of Bids</b>	
14.	Submission of Bids	14.1	The bidders will upload their respective bid on E-Pak Acquisition and Disposal System (EPADS) of Public Procurement Regulatory Authority (PPRA). The submission of bid by post or in person in not allowed	
15.	Deadline for Submission of Bids	15.1	As per the date mentioned on the EPADS.	
16.	Modification and Withdrawal of Bids	16.1	As per the provision on EPADS	
		16.2	No bid may be modified after the deadline for submission of bids.	
		16.3	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.	
			E. Opening and evaluation of bids	
17.	Opening of Bids by the Purchaser	17.1	The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the <b>Bid Data Sheet</b> . The bidders' representatives who are present shall sign an "Attendance Sheet" evidencing their attendance.	
		17.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.	
		17.3	Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids	
		17.4	The Purchaser will prepare minutes of the bid opening.	
18.	Clarification of Bids	18.1	During evaluation of the bids, the Purchaser 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 the bid shall be sought, offered, or permitted	
19.	Preliminary Examination	19.1	The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.	
		19.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.	

		19.3	The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
		19.4	Prior to the detailed evaluation, pursuant to ITB Clause 23 the Purchaser will determine the substantial responsiveness of Nos bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
		19.5	If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity
20	Evaluation and Comparison of Bids	20.1	The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
		20.2	The Purchaser's evaluation of a bid, further elaborated under Bid Data Sheet, will be on Delivered Duty Paid (DDP) prices i.e. prices inclusive of all applicable taxes, freight (transportation) charges, insurances & warranties if any, etc., and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid
21.	Contacting the Purchaser	21.1	Subject to ITB Clause 21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing
		21.2	Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid
		F	F. Award of Contract
22.	Qualification	22.1 s	In the absence of prequalification, the Purchaser will determine to its atisfaction whether the Bidder that is selected as having submitted the owest evaluated responsive bid is qualified to perform the contract atisfactorily.
		22.2	The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.
23.	Award Criteria	23.1	Subject to ITB Clause 28, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily
24.	Purchaser's Right to Vary Quantities at Time of Award	24.1	The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

- Pursuant to Public Procurement Rule No. 33 of 2004, the Purchaser 25. Purchaser's Right to 25.1 reserves the right to accept or reject any bid, and to annul the bidding Accept any Bid and process and reject all bids at any time prior to contract award, without to Reject any or All thereby incurring any liability to the affected Bidder or bidders. The Bids Purchaser will inform the affected Bidder or bidders of the grounds for the Purchaser's action, if so requested, but the Purchaser shall not be required to justify the grounds.
- 26. Notification of 26.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Purchaser will notify the successful Bidder in writing Award by scan the document and uploading on EPAD, that its bid has been accepted.
  - The notification of award under ITB 29.1 will constitute the formation 26.2 of the Contract
  - The Purchaser shall announce the results of bid evaluation in the form of 26.3 a report giving justification for acceptance or rejection of bids.
- The bidder whose bid has been accepted will be sent a notification of 27. **Signing of Contract** 27.1 award by the Purchaser prior to expiration of Bid Validity Period. At the same time the Purchaser notifies the successful Bidder that its bid has been accepted and asks the bidder to submit Performance Security and authorize the representative for signing of the Contract.
  - Within ten (07) days of receipt of the Contract Form, the successful 27.2 Bidder shall sign and date the contract and return it to the Purchaser.
  - The Purchaser observes the highest standard of ethics during the **Corrupt** or 28.1 **Fraudulent Practices** procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
    - Defines, for the purposes of this provision, the terms set forth below as 28.2 follows:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty"

- will reject a proposal for award if it determines that the Bidder 28.3 recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- will declare a firm ineligible, either indefinitely or for a stated period of 28.4 time, to be awarded a PIE financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a PIE financed contract.
- The Purchaser reserves the right of inspection of office/workshop before 29. Purchaser's Right 29.1 acceptance/issuance of work order for cross validation as evidence to cross validation documents provided by the bidders if needed. before Acceptance and issuance of

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Workorder

## **BID DATA SHEET**

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB): Section I. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

	A. Introduction			
ITB 1.1	Name of Contract & No.	Procurement of Office Stationery, Computer Stationery/Toners & Other Miscellaneous Store Items No. 2/4-1/2023/PC/PIE		
	Name of Purchaser	Pakistan Institute of Education (PIE), Ministry of Federal Education & Professional Training, Islamabad		
Purchaser's Address		Pakistan Institute of Education (PIE), Taleemi Chowk, G-8/1, Islamabad.		

	B. The Bidding Document			
ITB 5.1Clarification of Bidding Documents		Requests for clarification shall be received till 1st January 2024		

	C. Preparation of Bids				
ITB 7.1	Language of the Bid	English			
ITB 10.2	Bid Price	The price quoted shall be attached with bids documents on EPADS <b>Paid (DDP)</b> in the Schedule of Requirements i.e., prices inclusive of all applicable indirect taxes (GST), duties, freight (transportation) charges, insurances & warranties if any, etc.			
ITB 10.5	Bid Price	The price shall be in <b>Pak Rupees</b> and shall be <b>fixed</b> . The <b>Price shall remain valid</b> <b>during currency of the contract</b> inclusive of applicable indirect taxes as per law. If there is no mention of taxes, the offered/quoted price(s) will be considered as inclusive of all applicable indirect taxes/duties, transportation charges, insurances & warranties, if any. However, any subsequent legislation enacted between bid opening and finalization of award and that impacts the bid price, would be duly accounted for in the contract agreement. The bid price shall not be subject to any adjustment during the performance of the Contract.			
ITB 12.2 (a)	Qualification requirements.	<ul> <li>Contract.</li> <li>MANDATORY REQUIREMENTS: "Eligibility &amp; Responsiveness" requirements are as follows:-</li> <li>(Please attach valid copies of all certificates / relevant Documents)</li> <li>1. Bidder must provide details of year of incorporation and details of NTN/STRN registrations, and Active Taxpayer List (ATL) certificate.</li> <li>2. Registration on E-Pak Acquisition &amp; Disposal System (EPADS)</li> <li>3. Bidder(s) must have at-least Three (03) years of experience of similar nature as requisitioned in the bid.</li> <li>4. Bidder(s) must provide documentary evidences (Supply Orders) establishing their years of experience along with Complete List of Client including details of at least 4 current clients along with their contact information.</li> <li>5. The bid and price schedule should be submitted on the prescribed format on company's letterhead. Both must be properly signed and</li> </ul>			

ITB 13.1	Amount of bid security	<ul> <li>furnished from scheduled Bank of Pakistan along with financial bid.</li> <li>7. Bids shall remain valid till <b>30-06-2024</b> as mentioned at ITB clause 14.1.</li> <li>8. Bidder must provide an Affidavit on Non-judicial stamp paper of Rs. 100/-stating that the bidder is <b>not-blacklisted</b> by any public sector organization in Pakistan and that bidder has never been <b>Blacklisted</b> for offence related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. (<i>Bids from any bidder who is found or purported to be engaged in these offenses shall be rejected without assigning any reason</i>).</li> <li><b>The Financial Bid should be accompanied by a bid security of amounting 5% of total bid amount</b></li> <li>The bid security to the unsuccessful bidders shall be returned immediately after award of the contract to the lowest evaluated bidder and in case of successful bidder(s), earnest money will be released on submission of performance security @ 10% of contract cost in shape of unconditional Bank Guarantee/Pay Order/Bank Draft on the prescribed format as provided in the Bidding document which shall</li> </ul>		
		remain valid till expiry of the Contract. <u>The amount of bank guarantee will be calculated on the basis of Lot wise</u> <u>estimated cost and quantity till 30-06-2024.</u>		
ITB 13.3	Form of Bid Security	<ul> <li>(i) In the shape of pay order/demand draft/ call deposit/banker's cheque in the name of DDO, Pakistan Institute of Education (PIE), Islamabad.</li> <li>(ii) The bids found deficient of the Bid Security amount shall not be considered.</li> <li>(iii) No personal cheques shall be acceptable at any cost.</li> <li>(iv) Any previous bid security shall not be considered or carried forward.</li> </ul>		
ITB 14.1	Bid validity period.	Bid should remain valid till <b>30-06-2024</b> after the date of opening of bid. Whereas, <b>the rates of the successful lowest evaluated responsive bidder(s) shall be fixed till expiry of the contract(s)</b> .		
ITB 15.1	Format of Bid	Single Stage-One Envelop.		

	D. Submission of Bids			
ITB 17.1	Address for bid submission.	All bids will be submitted through E-Pak Acquisition and Disposal System ( <b>EPADS</b> ) of Public Procurement Regulatory Authority ( <b>PPRA</b> ), Islamabad.		
ITB 17.1	Deadline for bid submission.	8 <sup>th</sup> January, 2024 at 11:00 hours		

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	E. Opening and Evaluation of Bids				
ITB 20.1	Time, date, and place for bid opening.	08 <sup>th</sup> January, 2024 at 11:30 hours, Committee Room, Pakistan Institute of Education (PIE), Taleemi Chowk, G-8/1, Islamabad.			
ITB 23.2	Criteria for bid evaluation.	<ul> <li>(i) Substantively responsive bid (from qualified bidder) offering the lowest Delivered Duty Paid (DDP) price Individually for Nos item inclusive of all applicable indirect taxes (GST), duties, freight (transportation), installation and commissioning charges, insurances &amp; warranties, if any, etc.</li> <li>(ii) At-least three (03) years of experience of similar nature as requisitioned in the bid.</li> <li>(iii) Bidders must provide documentary evidences establishing their annual minimum turnover of PAK Rupees 05 Million in any one year for last 3 years. To substantiate the bidder shall submit last 3 years FBR returns and audited financial statement.</li> <li>(iv) A Bidder, if he so chooses, can bid for any number of selective Lot. A Bidder is also at a liberty to bid for all the Lots mentioned in the Schedule of Requirements. The contract shall be awarded to the lowest evaluated bidder Individually for each Lot.</li> <li>(v) The Bidder has to quote only one make and model against Nos item (where required) as alternate model/bid or separate accessories shall not be accepted.</li> <li>(vi) For toners, a bidder must submit an authorization certificate from manufacturer or its authorized distributor/agent as proof of their genuineness.</li> <li>(viii) Compliance to the technical specification as proposed in Section III of Bidding Document. However, the Procurement Committee may call samples from Success full bidder/s for verification and testing purpose.</li> <li>(ix) The bidder must have proper Business setup i.e. shop, outlet or branch office in Rawalpindi/Islamabad and landline telephone facility</li> </ul>			

**Part One - Section III** 

Schedule of Requirements and Technical Specifications

## **Schedule of Requirements**

The successful bidder shall be liable to supply the requisite items at their own expenses and within the specified time which shall be mentioned by PIE respective **"Supply Orders"** that shall be issued from time to time, at Pakistan Institute of Education, Ministry of Federal Education & Professional Training, Taleemi Chowk, G-8/1, Islamabad.

Sr. #	Item	Quantity	Tentative Date of Contract Award
1.	Office Stationery	51	09 <sup>th</sup> January 2024
2	Computer Stationery	16	
3	Miscellaneous Store items & Others	43	

Note:

- i. The successful bidder will provide one sample of Nos stationery item *(if required)* for test/inspection and approval. Samples of routine items may be retained by the Purchaser for subsequent acceptance of supplies in order to ensure conformity with the required specification in pursuance with the Clause: 4 of the General Conditions of Contract.
- ii. For conformance to specifications / samples, the Procurement Committee shall inspect the said items.
- iii. Minor variations from the given specification / samples will be accepted subject to approval of the Procurement Committee.

## Technical Specifications, List of items and Required Quantity

Sr.#	Name of Item	Required Specifications/ Brand/ Model	Unit (Set / Pkt / Box / Nos. Etc)	Required Quantity	
1.	Paper Rim (A4 size, 80 gram, 500 sheets)	AA or Equivalent	5 reams in one box	80 Box	
2.	Paper Rim (Legal size, 80 gm, 500 sheets, 14")	-do-	5 reams in one box	02 Box	
3.	Ball Point	Best quality	10 Ball point in one pkt	120 pkt	
4.	Ball Point (Blue, Red, Green)	Vision Elite or equivalent	10 Ball point in one pkt	10 pkt	
5.	Binding Sheet Plastic (A4 Size)	180 Micron or Equivalent	(100 sheet per pack)	12 pkt	
б.	Binding Tape (3 inches, 10 meters)	Sensa or equivalent	Nos	03 dozen	
7.	Calculator Citizen CT-6300 Nos (12digit) or equivalent		Nos	02 Nos	
8.	Color card for file	Fine Quality	Nos	03 dozen	
9.	ACR Paper	Fine quality	100 sheets in one pkt	10 pkt	
10.	Dak book, 200 pages A4 size	Fine quality -	Nos	03 dozen	
11.	Diary Register No 12	Tayyaba or Equivalent	Nos	05 Nos	
12.	Draft Pad (A5, side binding,100 pages) As per Sample	Maxim or Equivalent	Nos	500 Nos	
13.	Envelop Small size	80 gm craft	100 envelops in one pkt	5 pkt	
14.	Envelop A-4 size	80 gm craft	100 envelops in one pkt	5 pkt	
15.	Envelop S.E.8 (File size)	80 gm craft	100 envelops in one pkt	5 pkt	
16.	Eraser	Pelican or equivalent	30 pieces in one pkt	12 pkt	
17.	File Board (A4 Size)	Shaheen Brand or equivalent	25 file board in one pkt	02 pkt	
18.	File Flapper	Ragzine	100 flappers in one pkt	5 pkt	
19.	File Opening Register No. 3	Branded	Nos	06 Nos	
20.	Glue Stick (20-25 gm)	Branded	24 Nos in one box	01 box	
21.	Highlighter	Dollar or equivalent	12 Nos in one pkt	03 pkt	
22.	Dispatch Register for DR's 12 No	Tayyaba or equivalent	Nos	04 Nos	
23.	Marker (Permanent, 70/90)	Dollar or equivalent	12 Nos in one pkt	10 pkt	
24.	Marker (erasable) for white board	Tayyaba or equivalent	12 Nos in one pkt	02 pkt	
25.	Vehicle Movement Register/ Log Book No. 6	Tayyaba or equivalent	Nos	02 Nos	
26.	Paper Clip (26 MM)	Three flowers or equivalent	80 Nos in one pkt	24 pkt	
27.	Paper Cutter	Deli 2061 or equivalent	Nos	18 Nos	
28.	Paper Cutter blade	Deli 2061 or equivalent	12 Nos in one pkt	02 pkt	

## Lot #1 OFFICE STATIONERY

29.	Pencil with Eraser	Picasso 6000 or equivalent	12 Nos in one pkt	80 pkt
30.	Post it Pad 3x3	PRONOTI or equivalent	12 No in one pkt	04 pkt
31.	Scale 12"	Steel	12 Nos in one pkt	01pkt
32.	Scissor	Size 9 inch	12 Nos in one pkt	01 pkt
33.	Scotch Tape 3"	Olympia or Equivalent	Nos	06 dozen
34.	Sharpener	Dux or Equivalent	24 Nos in one pkt	06 pkt
35.	Binding Clip medium size	Fine quality	144 Nos in one box	01 box
36.	Single Hole Punch	Iron	Nos	01 dozen
37.	Stamp Pad Ink	Lancer, 7x11 cm	Nos	06 Nos
38.	Staple Machine (Heavy Duty)	K.W 50 LB or Equivalent	Nos	02 Nos
39.	Staple Machine (24/6) Pin Remover	K.W 5871 or equivalent	Nos	01 dozen
40.	Staple Pin	Dollar KW-Trio 26/6 or Equivalent	1000 pin in one pkt and 24 pkt in one box	05 Box
41.	Staple Pin Remover	K.W 5080 or Equivalent	Nos	01 dozen
42.	Stock Register No. 4	Tayyaba or Equivalent	Nos	03 Nos
43.	White fluid/ correction pen	Uni or Equivalent	12 Nos in one pkt	01 pkt
44.	File Cover	As per sample	50 Nos in one bundle	10 bundle
45.	Flash Drive (1TB)	Sony or equivalent	Nos	05 Nos
46.	Hard Drive 6 TB (internal)	Branded	Nos	01 Nos
47.	Key Board (USB Port)	A4 Tech or equivalent	Nos	12 Nos
48.	Key Board (Wireless)	A4 Tech or equivalent	Nos	12 Nos
49.	Mouse (Wireless)	A4 Tech or equivalent	Nos	02 dozen
50.	Mouse	A4 Tech or equivalent	Nos	01 dozen
51.	Mouse Pad	Fine quality	Nos	01 dozen

Lot # 2	<b>Computer Stationery</b>
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Sr.#	Name of Item	Required Specifications/ Brand/ Model	Unit (Set / Pkt / Box / Nos. Etc)	Estimated Consumption / Required Quantity
1.	Toner for LaserJet 700 M712 Printer	HP Original	Nos	01 Nos
2.	Toner for HP Laser Jet Printer 402 (26A)	HP Original	Nos	03 Nos
3.	Toner for HP Laser Jet Printer 404dn	HP Original	Nos	03 Nos
4.	Toner for HP Laser Jet 454dw color	HP Original	Nos	01 Nos
5.	Toner for HP Laser Jet Printer 1102 (85A)	HP Original	Nos	01 Nos
6.	Toner for HP Laser Jet Printer 4014 (64A)	HP Original	Nos	01 Nos
7.	Toner for HP Laser Jet Printer 1320 (49A)	HP Original	Nos	04 Nos
8.	Toner for HP Laser Jet Printer Pro M12W (79A)	HP Original	Nos	01 Nos
9.	Toner for HP Color Laser Jet Pro452DN (410A)	HP Original	Nos	01 Nos
10.	Toner for Canon Printer LBP 214DW (052)	Canon Original	Nos	02 Nos
11.	Toner for HP Laser Jet Printer M12w	HP Original	Nos	01 Nos
12.	Toner for HP Laser Jet Printer 400MFP (80-A)	HP Original	Nos	01 Nos
13.	Toner for Photocopier (8750 Canon, image runner advance DX)	Canon Original	Nos	04 Nos
14.	Toner for Photocopier (452)	Toshiba Original	Nos	01 Nos
15.	Toner for HP Laser Jet Printer 2015 (53 A)	HP Original	Nos	01 Nos
16.	Toner for HP Laser Jet ProM203DN (30A)	HP Original	Nos	01 Nos

## Lot # 3 MISCELLANEOUS STORE ITEMS & OTHERS

S. No	Name of Item	Required Specifications/ Brand/ Model	Unit (Set / Pkt / Box / Nos. Etc)	Estimated Consumption / Required Quantity	
1.	Air Freshener (300 ml)	Aseel Original or equivalent	Nos	05 dozen	
2.	Bath room Cleaner (500ml)	Harpic or equivalent	Nos	05 dozen	
3.	Broom Phool	500 gm	6000 kg one bundle	03 bundle	
4.	Door Closer Hydraulic heavy duty	Imported, Fine quality	Nos	01 dozen	
5.	Dust Bin	Fine quality (12 inch with cover & Pedal)	Nos	10 dozen	
6.	Duster White/Yellow cotton (size 24x24)	Fine quality	12 Nos in one pkt	25 pkt	
7.	Glass Cleaner (500 ml)	Glint or equivalent	Nos	03 dozen	
8.	Insect Killer Spray (300 ml)	Black Cobra or equivalent	Nos	04 dozen	
9.	Liquid Dishwasher (500 ml bottle)	Max or equivalent	Nos	02 dozen	
10.	Lock (door)	As per sample	Nos	01 dozen	
11.	Muslim Shower as per sample	Master or equivalent	Nos	01 dozen	
12.	Pachara doori	Superior quality	Nos	04 dozen	
13.	Pachara with rope (large size)	Superior quality	Nos	01 dozen	
14.	Pachara with Steel handle (large)	Superior quality	Nos	01 dozen	
15.	Phenyl (3 ltr, bottle)	Finis or equivalent	Nos	12 dozen	
16.	Mini Soap	Branded	Nos	12 dozen	
17.	Soap liquid hand wash (500 ml) Per gallon	Branded	Nos	05 dozen	
18.	Surface cleaner (500 ml)	Dettol or equivalent	Nos	03 dozen	
19.	Tissue Toilet Roll (2 ply, single pack)	Rose petal or equivalent	10 Toilet roll in one pkt	12 pkts	
20.	Tissue Paper Box (supreme, ultra soft range, 100x2 ply)	Rose Petal or equivalent	Nos	500 box	
21.	Toilet Brush plastic (hockey type) double	Branded	Nos	02 dozen	
22.	Towel (white, bath size 27x52)	Branded	Nos	05 dozen	
23.	Washing powder	Bright or equivalent	500 gm in one pkt	10 pkt	
24.	Wiper with steel handle medium size	-	Nos	03 dozen	
25.	Cup with saucer (for tea)	Bone or equivalent	06 pieces in one pkt	08 pkts	
26.	Plate mediumwhite	Cameo or equivalent	12 pieces in one pkt	04 pkts	
27.	Tea spoon (stainless steel, 14 gage)	Branded	12 pieces in one pkt	04 pkts	
28.	Thermos (Push system 3 ltr)	Branded	Nos	06 Nos	
29.	Polyester Pillow	Branded	Nos	02 dozen	
30.	Soap Dispenser Medium size	-	Nos	10 Nos	
31.	Office Card Jacket clip	As per sample	Nos	100 Nos	
32.	Ragzine Note Book Cover with logo of PIE and GOP	As per Sample	Nos	200 Nos	
33.	Electric extension lead (heavy duty 15 feet, Multiple Socket)	, , , , , , , , , , , , , , , , , , ,	Nos	06 Nos	
34.	Bulb (0.5 watt)	Philips or equivalent	Nos	02 dozen	
35.	Double switch plug	Branded	Nos	03 dozen	
36.	LED Bulb, 15 watt	Philips or equivalent	Nos	03 dozen	

37.	LED light 8-inch, 18 to 25 watt	Philips or equivalent	Nos	03 dozen
38.	Light Plug 10/10 size 15 Amp	Philips or equivalent	Nos	04 dozen
39.	Multi power shoo, 30 Amp	Philips or equivalent	Nos	02 dozen
40.	Remote bell	Branded	Nos	01 dozen
41.	Steno Set	-	Nos	01 set
42.	Telephone Set digital with CLI	Branded	Nos	02 Nos
43.	Dry Battery (N-150)	Daewoo or equivalent	Nos	02 Nos

**Note:** The bidder can visit PIE Office during (8:30 am to 4:30 pm Monday to Friday) for the checking / inspection of samples (where required as per sample ) as mention in the schedule of requirements.

## **Part One - Section IV**

## **Standard Forms**

## 1. Bid Form

Date:

No.

To,

Director/ Chairman Purchase Committee (PIE), Pakistan Institute of Education, Islamabad.

Having examined the bidding documents including Addenda Nos., if issued any, *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, delivery and installation *[description of goods and services]* in conformity with the said bidding documents for the sum of *[Total amount in words and figure]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith, if stand lowest, till 30-06-2024 which may be further extended till finalization of tender, if desired so, by mutual consent and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule as per the requisite items, quantities, delivery schedule & rate of liquidated damages against late deliveries.

If our bid is accepted, we undertake to provide a performance security having validity of 30 days after the expiration of Warranty Period in the form, in the amounts, and within the times specified in the bidding documents.

We also agree to abide by this Bid till **30-06-2024** from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and quoted rates shall remain valid till the expiry of the contract, if we stand as lowest evaluated responsive bidder.

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

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

Name and Address of Agent	Amount and	Currency	Purpose of Commission or Gratuity
(if none, state "none")			
We understand that you are n	ot bound to accept t	the lowest or any b	id you may receive.
Dated this	day of	20	<u>    .</u> .

[signature]	[in the capacity of]
-	
Duly authorized to sign Bid for and on behalf of	

# **2. Price Schedule in Pak. Rupees** Number:

Name of Bidder

Page of.

Lot No	Description of item	Brand / Model	Country of Origin	Quantity	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							
		Grand Tot	al				

It is hereby confirmed that the specifications of offered items are fully compliant to the technical specifications provided in Section III of bidding document.

Name of Bidder / Firm:

Signature\_\_\_\_\_

Date:

\_\_\_\_\_Seal: \_\_\_\_\_\_Seal:

Number ..... Page ..... of

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## Sr.# 1 OFFICE STATIONERY

No.	Name of Item	Required Quantity	Offered Brand/ Model	Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & wormatica if only	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
1.	Paper Rim (A4 size, 80 gram, 500 sheets)	80 Box			warranties, if any)	
2.	Paper Rim (Legal size, 80 gm, 500 sheets, 14")	02 Box				
3.	Ball Point	120 pkt				
4.	Ball Point (Blue, Red, Green)	10 pkt				
5.	Binding Sheet Plastic (A4 Size)	12 pkt				
6.	Binding Tape	03 doz				
7.	Calculator	02 Nos				
8.	Color card for file	03 doz				
9.	ACR Paper	10 pkt				
10.	Dak book, A4 size	03 doz				
11.	Diary Register No 12	05 Nos				
12.	Draft Pad (A5, side binding) As per Sample	500 Nos				
13.	Envelop Small size	5 pkt				
14.	Envelop A-4 size	5 pkt				
15.	Envelop S.E.8 (File size)	5 pkt				
16.	Eraser	12 pkt				
17.	File Board (A4 Size)	02 pkt				
18.	File Cover (As per sample)	10 bundle				
19.	File Flapper	5 pkt				
20.	File Opening Register No. 3	06 Nos				
21.	Glue Stick (20-25 gm)	01 box				
22.	Highlighter	03 pkt				
23.	Dispatch Register for DR's	04 Nos				
24.	Marker (Permanent, 70/90)	10 pkt				
25.	Marker (erasable) for white board	02 pkt				
26.	Vehicle Movement Register/ Log Book	02 Nos				
27.	Paper Clip (26 MM)	24 pkt				
28.	Paper Cutter	18 Nos				

29.	Paper Cutter blade	02 pkt		
30.	Pencil with Eraser	80 pkt		
31.	Post it Pad 3x3	04 pkt		
32.	Scale 12"	01pkt		
33.	Scissor	01 pkt		
34.	Scotch Tape 3"	06 dozen		
35.	Sharpener	06 pkt		
36.	Binding Clip medium size	01 box		
37.	Single Hole Punch	01 dozen		
38.	Stamp Pad Ink	06 Nos		
39.	Staple Machine (Heavy Duty)	02 Nos		
40.	Staple Machine (24/6) Pin Remover	01 dozen		
41.	Staple Pin	05 Box		
42.	Staple Pin Remover	01 doz		
43.	Stock Register 4	03 Nos		
44.	White fluid/ correction pen	01 pkt		
45.	Flash Drive (1TB)	05 Nos		
46.	Hard Drive 6 TB (internal)	01 Nos		
47.	Key Board (USB Port)	12 Nos		
48.	Key Board (Wireless)	12 Nos		
49.	Mouse (Wireless)	02 doz		
50.	Mouse	01 doz		
51.	Mouse Pad	01 doz		

S. No. 2 Computer Stationery/Toners						
				Offered		Unit Rate K
			Estimated	Brand/	y of	(without all

<u>с</u>	S. No. 2 Computer Stationery/Toners						
No.	Name of Item	Estimated Consumpt ion / Required Quantity	Offered Brand/ Model	Countr y of Origin	Unit Rate KR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
1	Toner for LaserJet 700 M712 Printer	01 Nos					
2	Toner for HP Laser Jet Printer 402 (26A)	03 Nos					
3	Toner for HP Laser Jet Printer 404dn	03 Nos					
4	Toner for HP Laser Jet 454dw color	01 Nos					
5	Toner for HP Laser Jet Printer 1102 (85A)	01 Nos					
6	Toner for HP Laser Jet Printer 4014 (64A)	01 Nos					
7	Toner for HP Laser Jet Printer 1320 (49A)	04 Nos					
8	Toner for HP Laser Jet Printer Pro M12W (79A)	01 Nos					
9	Toner for HP Color Laser Jet Pro452DN (410A)	01 Nos					
10	Toner for Canon Printer LBP 214DW (052)	02 Nos					
11	Toner for HP Laser Jet Printer M12w	01 Nos					
12	Toner for HP Laser Jet Printer 400MFP (80- A)	01 Nos					
13	Toner for Photocopier (8750 Canon, image runner advance DX)	04 Nos					
14	Toner for Photocopier (452)	01 Nos					
15	Toner for HP Laser Jet Printer 2015 (53 A)	01 Nos					
16	Toner for HP Laser Jet ProM203DN (30A)	01 Nos					

## Sr. #3 MISCELLANEOUS STORE ITEMS & OTHERS

No.	Name of Item		Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
1.	Air Freshener (300 ml)	05 dozen		•		
2.	Bath room Cleaner (500ml)	05 dozen				
3.	Broom Phool	03 bundle				
4.	Door Closer Hydraulic heavy duty	01 dozen				
5.	Dust Bin	10 dozen				
6.	Duster White/Yellow cotton (size 24x24)	25 pkt				
7.		03 dozen				
8.	Insect Killer Spray (300 ml)	04 dozen				
9.	Liquid Dishwasher (500 ml bottle)	02 dozen				
10.	Lock (door)	01 dozen				
11.	Muslim Shower as per sample	01 dozen				
12.		04 dozen				
13.	Pachara with rope (large size)	01 dozen				
14.	Pachara with Steel handle (large)	01 dozen				
15.	Phenyl (3 ltr, bottle)	12 dozen				
16.	Mini Soap	12 dozen				
17.	Soap liquid hand wash (500 ml) Per gallon	05 dozen				
18.		03 dozen				
19.	Tissue Toilet Roll (2 ply, single pack)	12 pkts				
20.		500 box				
21.		02 dozen				
22.		05 dozen				
23.	Washing powder	10 pkt				
24.	Wiper with steel handle medium size	03 dozen				
25.		08 pkts				
26.	Plate medium white	04 pkts				

				 	-
27.	Tea spoon (stainless steel, 14 gage)	04 pkts			
28.	Thermos (Push system 3 ltr)	06 Nos			
29.	Polyester Pillow	02 dozen			
30.	Soap Dispenser Medium size	10 Nos			
31.	Office Card Jacket clip	100 Nos			
32.	Ragzine Note Book Cover with logo of PIE and GOP	200 Nos			
33.	Dry Battery (N-150)	02 Nos			
34.	Electric extension lead (heavy duty 15 feet, Multiple Socket)	06 Nos			
35.	Bulb (0.5 watt)	02 dozen			
36.	Double switch plug	03 dozen			
37.	LED Bulb, 15 watt	03 dozen			
38.	LED light 8-inch, 18 to 25 watt	03 dozen			
39.	Light Plug 10/10 size 15 Amp	04 dozen			
40.	Multi power shoo, 30 Amp	02 dozen			
41.	Remote bell	01 dozen			
42.	Steno Set	01 set			
43.	Telephone Set digital with CLI	02 Nos			

It is hereby confirmed that the specifications of offered items are fully compliant to the technical specifications provided in Section III of bidding document.

Name of Bidder / Firm:

\_\_\_\_\_

Date:

Seal:

Name of Bidder ..... Nu

Number ...... Page ...... of ......

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

Signature\_\_\_\_\_

## 3. Contract Form

THIS CONTRACT (hereinafter termed as "Contract" is entered into, signed and executed at Islamabad on this----- <sup>th</sup> Day of , 2023

### BETWEEN

<u>Pakistan Institute of Education (PIE)</u>, Ministry of Federal Education & Professional Training, situated at Taleemi Chowk, G-8/1, Islamabad, Hereinafter shall be termed as "**PURCHASER**", which expression shall include the successors in office, permitted assigns and legal representatives.

#### A N D

**M/s----**, a firm duly registered with -----bearing number -----and has never been declared as defaulter by any authority or forum, having its registered office at ---(Hereinafter referred to as "**SUPPLIER**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assignees)

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., **Procurement of Office Stationery, Computer Stationery/Toners & Other Misc. Store Items** for PIE and has accepted the following rates of requisite item, quantities, delivery schedule & rate of liquidated damages in case late deliveries of equipment by the Supplier for the supply of those goods and services in the sum of (contract price in words and figures) (hereinafter called "the Contract Price"):-

Sr#	Bidder Name	Item Name	Quantity	Brands/Models	Contract Price (Inclusive of GST) PKR
1					
2					

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context and in clash thereof the general laws, rules and principle words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract referred to.

2. Both the parties of this Contract hereby agree that the following documents shall be read, understood and constructed as an essential and fundamental part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The Schedule of Requirements;
- (d) Technical Specification;
- (e) Price Schedule;
- (f) The Integrity Pact;
- (g) The Purchaser's Notification of Award; and,
- (h) The Bid Form and the Price Schedule submitted by the Bidder.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser and shall be bound to provide the Goods or services set right, resolve, redress, remedy, and cure the complaints, deficiencies, defect(s), shortcomings, or flaw(s) therein in conformity with the provisions of the Contract, failing which, the payments or charges shall be withheld, accordingly, and no additional cost shall be made to the Supplier.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying/resolving of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

## **PARTIES**

For and on behalf of 'Purchaser/PIE, M/o FE&PT'

Name: Designation: CNIC: For and on behalf of 'SUPPLIER'/

Name: Designation: CNIC:

### WITNESSES

Name: Designation: CNIC: Name: Designation: CNIC:

## 5. Form of Performance Security

To:

Pakistan Institute of Education, Islamabad.

Whereas [Name of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. 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 Service Provider 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 Service Provider's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Service Provider a Guarantee:

Therefore we here by affirm that we are Guarantors and responsible to you, on behalf of the Service Provider/Bidder/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 Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the <u>30th day of June 2024</u>

Signature and Seal of the Guarantors/ Bank

Address Date

Part Two

## Section I.

## **General Conditions of Contract**

## **General Conditions of Contract**

1. Definitions	Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context and in clash thereof the general laws, rules and principle shall apply, the following terms shall have the meaning ascribed thereto as provided below:-
	<ul> <li>(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein. satisfactory</li> </ul>
	(b) "The Contract Price" means the price which shall be payable to the Supplier under the Contract pursuant to the rates agreed at the time signing the contract subject to proper / satisfactory performance of its contractual obligations.
	(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
	<ul> <li>(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</li> </ul>
	(e) "GCC" means the General Conditions of Contract contained in this section.
	(f) "SCC" means the Special Conditions of Contract.
	(g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
	(h) "The Purchaser's country" is the country named in SCC.
	<ul> <li>(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</li> </ul>
	<ul> <li>(j) "The Project Site," where applicable, means the place or places named in SCC.</li> <li>(k) "Day" means calendar day.</li> </ul>
	(k) "Day" means calendar day.
2. Application	2.1 These General Conditions shall apply to the extent that they are not supersoded by provisions of other parts of the Contract
3. Standards	<ul><li>superseded by provisions of other parts of the Contract.</li><li>3.1 The Goods supplied under this Contract, shall conform to the standards</li></ul>
	mentioned in the Technical Specifications, and, when no applicable
	standard is mentioned, to the authoritative standards appropriate to the
	Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
4. Inspections and	4.1 The Purchaser or its representative shall have the right to inspect and/or
Tests	to test the Goods to confirm their conformity to the Contract

		specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.
	4.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	4.3	Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
	4.4	The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.
	4.5	Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.
5. Packing	5.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	5.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
6. Delivery and Documents	6.1	Delivery of the Goods shall be made by the Supplier in accordance with the Schedule of Requirements.
	6.2	For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.
7. Transportation	7.1	The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including

	insurance and storage, as shall be specified in the Contract, shall be
	arranged by the Supplier, and related costs shall be included in the Contract Price.
8. Warranty	8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	8.2 Unless otherwise specified in the Special Conditions of Contract, the warranty shall remain valid for three (03) years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
	8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
	8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
	8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
9. Payment	9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
	9.3 Payments shall be made promptly by the Purchaser, but in no case later than 30-06-2024 after submission of an invoice or claim by the Supplier.
	9.4 The currency of payment is Pak. Rupees.
10. Prices	10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

11. Change Orders	11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
	<ul> <li>drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> </ul>
	(b) the method of packing;
	(b) the place of delivery.
	11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.
12. Contract Amendments	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13.Assignment	13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
14. Performance Security	14.1 Performance Guarantee: The Supplier, within twenty (15) days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 10% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract including any warranty obligations, unless specified otherwise in SCC.
	14.2 Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause 14.1 above.
	14.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.
15. Delays in the Supplier's Performance	15.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	15.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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 Purchaser 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.
	15.3	Except as provided under GCC Clause 18, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.
16.Liquidated Damages	16.1	Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods or to perform the Services, as per satisfaction of PIE or within the period specified in this Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC for late delivery for Nos day up to a maximum deduction of the percentage specified in SCC. Once the maximum is Nosed, the Purchaser may consider termination of the Contract pursuant to GCC Clause 17.
17.Termination for Default	17.1	The Purchaser, without prejudice to any other remedy for Nos of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
		<ul> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period specified in this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15.2; or</li> </ul>
		(b) if the Supplier fails to perform any other obligation(s) under the Contract.
		(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.
		For the purpose of this clause:
		"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.
	17.2	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the

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	Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
18. Force Majeure	18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	18.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	18.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
19.Resolution of Disputes	19.1 The Purchaser 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.
	19.2 If negotiations fails or the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration subject to approval of the Competent Authority, PIE.
20. Governing Language	20.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
21. Applicable Law	21.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
22. Notices	22.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
23. Taxes and Duties	23.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

## Part Two – Section II.

## **Special Conditions of Contract**

## **Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—**The Purchaser is:** Pakistan Institute of Education, Ministry of Federal Education and Professional Training, Islamabad, Government of Pakistan.

GCC 1.1 (h)—**The Purchaser's country is:** Islamic Republic of Pakistan.

GCC 1.1 (i)—**The Supplier is:** [Detail]

GCC 1.1 (j)—**The Site is:** Pakistan Institute of Education (PIE), Ministry of Federal Education and Professional Training, Taleemi Chowk, G-8/1, Islamabad

### 2. Inspections and Tests (GCC Clause 4)

GCC 4.1—**Inspection and tests prior to supply of Goods and at final acceptance are as follows:** The Purchaser or its representative shall have the right to inspect and or to test the supplies as per following ways to confirm their conformity to the Contract specifications at no extra cost to the Purchaser: -

For all Lots/Items, final inspection of goods will be carried out on receipt of goods at site of delivery and payments shall be made against the Goods Receipt & Inspection Report duly signed by the purchaser on acceptance of goods. Inspection and tests prior to final acceptance are:-

- i. For being Brand New, bearing relevant reference numbers of the equipment
- ii. For Physical Fitness having No Damages
- iii. For the Country of Origin as quoted by the Supplier (Certificate from manufacturer/authorized supplier)
- iv. For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee)

### **3.** Packing (GCC Clause 5)

GCC 5.2 – **Packing & accessories**: The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

### 4. Warranty (GCC Clause 8)

GCC 8.2— In partial modification of the provisions, the warranty period of the supplied items **shall** remain valid till the warranty period as mentioned under Technical Specifications of the respective Item from date of acceptance of the supplies. The Supplier shall, in addition,

comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2.

#### Or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per day up-to maximum 10 % of the total price

GCC 8.4 & 8.5—**The period for correction of defects in the warranty period is:** 15 (Fifteen) days.

### 5. Payment (GCC Clause 9)

GCC 9.1 & 9.3 —The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

#### **Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

(i) **On Acceptance: Hundred** (100) percent payment of the supplies delivered, received and accepted shall be made within thirty (30) working days of submission of claim supported by the acceptance certificate issued by the purchaser.

A copy of the sales tax, must be submitted along with the invoice besides receipt of original delivery challan (s), in duplicate duly completed in all respect. In case GST is not applicable on the Goods to be procured, the Bidder shall provide the documentary evidence to the said effect issued from the Competent Authority.

Tax(s) if any, shall be deducted at source as per applicable taxation laws, while making the payments to the Supplier.

#### 6. Prices (GCC Clause 10)

GCC 10.1—**Prices shall be:** Fixed.

### 7. Performance Guarantee (GCC Clause: 14)

The Supplier, within twenty (15) days of signing of this contract, shall provide to the Purchaser a Performance Guarantee (valid till expiry of warranty/ subscription period) from any scheduled Bank of Pakistan equivalent to 10% of the total Contract amount in the shape of unconditional Bank Guarantee/Pay Order/Bank Draft on the prescribed format as provided in the Bidding document.

The amount of bank guarantee shall be calculated on the basis of item wise estimated cost and quantity awarded till 30-06-2024.

Service Provider's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with provision mentioned above.

Failure to submit a Performance Guarantee shall result in to forfeiture of Bid Security and Cancellation of Contract.

The Performance Bank Guarantee shall be released upon completion of support and after sales services including all the warranties of hardware/expiration of subscription period of software.

### 8. Liquidated Damages (GCC Clause 16)

GCC 16.1—**Applicable rate:** The applicable rates on account of later delivery or unperformed Services including change of defective/sub-standard items, etc., shall be 0.5% per day and up to maximum 10 % of the contract price.

#### 9. Termination for Default (GCC Clause17)

If during the currency of the period it is found that supplied items are sub –standard or defective, the contract will be cancelled and Security Deposit will be forfeited and the firm will also be blacklisted

#### **10.** Resolution of Disputes (GCC Clause 19)

## GCC 19.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 19.2 shall be as follows:

In the case of a dispute between PIE and the Supplier, the dispute shall be addressed and settled in accordance with the Public Procurement Rules, 2004 and the relevant laws of the Islamic Republic of Pakistan.

#### 11. Governing Language (GCC Clause 20)

GCC 19.1—The Governing Language shall be: English.

#### 12. Notices (GCC Clause 23)

GCC 21.1—Purchaser's address for notice purposes:

#### **Director/ Chairman Purchase Committee.** Pakistan Institute of Education (PIE), Ministry of Federal Education & Professional Training, Taleemi Chowk, G-8/1, Islamabad.

#### Supplier's address for notice purposes: