



**Khyber Pakhtunkhwa Technical Education & Vocational
Training Authority (KP-TEVTA)**

Bid Solicitation Documents

PREFACE

These Bid Solicitation Documents (BSD's) have been prepared for Khyber Pakhtunkhwa Technical Education & Vocational Training Authority (KP-TEVTA) for the **Procurement Process** of KP-TEVTA through National Competitive Bidding as per NCB Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

Provisions, which are intended to be used and will remain unchanged are in Part- One, these includes Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part - Two has five sections. Any amendment or variation in the Instructions To Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) &Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation For Bid (IFB), Bid Data Sheet (BDS) &Special Conditions of Contract (SCC). Part -Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part-Two: Section-IV further includes Schedule of Requirements, Technical Specifications and ancillary Services. Part-Two: Section-III also contains standardized Sample Forms and Schedules to be submitted by the bidder; and Part-Two: Section V contains in the end, exceptions to the list of eligible countries for the procurement activity under consideration.

Each section is prepared with notes [in italics] intended only as information for the bidders to compliance.

Part-One

FIXED CONDITIONS OF CONTRACT

- 1. Instructions to Bidders (ITB)**
- 2. General Conditions of Contract (GCC)**

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.

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Part-One

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Instructions to Bidders (ITB)

Scope of Bid

1.1 The Khyber Pakhtunkhwa Technical Education & Vocational Training Authority (KP-TEVTA) invites sealed bids under National Competitive Bidding from Manufacturers/Importers/Firms for purchase of Goods specified in the Schedule of Requirements published on KP-TEVTA website along with Technical Specifications and related services incidental thereto to meet the requirement of KP-TEVTA for provision of **Packages** for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

2. Source of Funds

2.1 The client as mentioned in the **Bid Data Sheet (BDS)**.

3. Eligible Bidders

3.1 This Invitation for Bids (IFB) for the purchase of **Packages** during the Financial Year 2020-21 is open to all eligible bidders/ firms as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part-Two: Section-IV of these Bid Solicitation Documents.

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in the bidding.

3.3 The Importer/authorized dealers must possess valid authorization from the Principal Manufacturer. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section III of these Bid Solicitation Documents to the effect that they are the Manufacturer of the required specifications of Goods.

3.4 Bidders under a declaration of ineligibility or corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**.

3.5 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, 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 these Bidding Documents; or
- (b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of Standard Bidding documents available at Authority's website. However, this does not limit the participation of subcontractors in more than one bid.

3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

4. Corruption and Fraud

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as *“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”*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract

shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, installation, insurance, port releases, after sale service etc.

6. Cost of Bidding.

6.1 The Bidding Documents will be available from the date of publishing of the NIT/IFB and will be available up-to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity (KP-TEVTA) shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective packages for purchase of from the list of goods provided for in the Schedule of Requirements.

Each Bidder should apply to each Package separately. However, a Bidder can bid for individual items/ quantities of an item in each Package in the Schedule of requirement mentioned on the BSD, having specialty /experience in the quoted items

The Bidding Procedure

8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 06 sub-rule (2) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:

Single Stage, Two Envelope Procedure (Rule 2(b) KPPRA 2014)

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain

Separately **the Financial Proposal and Technical Proposal**;

- ii) The envelopes shall be marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv) the envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of KP-TEVTA without being opened;
- v) The Procurement Committee of KP-TEVTA will evaluate the technical proposal, without reference to the price and can reject any proposal which do not conform to the specified requirements;
- vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- vii) The financial proposals of bids will be opened publically at a time, date and venue announced by this office.
- viii) After the evaluation and approval of the technical proposal the Purchase Committee of KP-TEVTA will publicly open the financial proposals of the technically accepted bids only, within the bid validity period. The financial proposal of bids found technically non-responsive will be returned unopened to the respective Bidders; and
- ix) The bid found to be the best evaluated having total highest score in technical equal or more than 60% & financial evaluation will be considered as successful bidder at lowest bid rate as per KPPRA Act 2012.

The Bidding Documents

10. Contents of the Bidding Documents

10.1 The goods required, applicable 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) Evaluation Criteria
- (g) Schedule of Requirements (List of Required Items & its specifications)
- (h) The Supplier will distributes the Tools/Equipment in to the Institutes, as mentioned on page # 1 of this BSD
- (i) Technical Specifications/Sample Size & Ancillary Services
- (j) Sample Forms & Schedules

10.2 The "Invitation for Bids (IFB)" is not a formal part of the Bidding Documents and is included as reference

discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in these Bid Solicitation Documents. Failure to furnish all information required by these Bidding Documents or to submit a bid not substantially responsive to these Bid Solicitation Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bid Solicitation Documents may notify this office in writing at the address of Technical Education & Vocational Training Authority, as indicated in the **Bid Data Sheet (BDS)**. The KP-TEVTA will respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids/Notice Inviting Tender.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the KP-TEVTA, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre- Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify OR may remain unchanged with no/any amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents will be notified of the amendment (if any) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) (if any) into account in preparing their bids, the KP- TEVTA, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may not be in other language if so provided they will be accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the **Bid Data Sheet (BDS)**, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be signed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/green marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section IV of this document. The technical specifications of goods, different from the required specifications, shall straightaway be rejected.

15.4 The Bidders are required to offer a competitive price which must include all the taxes, levies, duties, Installation, demonstration, training, prescribed price and any other price as mentioned in the **Bid Data Sheet (BDS)**, where applicable. If there is no mention of taxes, the offered/ quoted

15.5 price shall be considered as inclusive of all prevailing taxes/ duties, etc

15.6 The benefit of exemption from or reduction in the taxes and duties shall be passed on to KP-TEVTA

15.7 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional or alternate offer/bid shall also be considered as non-responsive Bid.

15.8 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet.**

17. Samples

17.1 The Bidder shall provide samples of quoted goods along-with the bid at his own cost and in a quantity prescribed by this office in Part-Two: Section IV of these Bid Solicitation Documents.

18. Documentation on Eligibility of Bidders.

18.1 Bidder shall furnish, as part of its bid, the Bid Form provided in Part-Two: Section III of these Documents as specified in the **Bid Data Sheet (BDS)**, establishing the Bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.

18.2 Technical Bid Proformas provided in Part-Two: Section III of these Documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS)**.

18.3 The documentary evidence of the Bidder's eligibility to bid shall establish to the satisfaction of this office that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 of these Bidding documents above.

19. Documentation on Eligibility of Goods

19.1 The Bidder shall furnish, as part of its bid the Bid Form provided as in Part-Two: Section III of these Bidding Documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Bid Security.

20.1 The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value as mentioned in the **Bid Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

20.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the Performance Security/Guarantee.

20.3 The bid Security may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity; Or
- (b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

21. Bid Validity.

21.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by

this office. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) will be rejected by this office as non-responsive.

21.2 The KP-TEVTA will process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason which will be recorded in writing, if an extension is considered necessary, all those who have submitted their bids will be asked to extend their respective bid validity period.

21.3 Bidders who,-

- (a) Agree to the Procuring Entity's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period will be allowed to withdraw their bids without forfeiture of their bid securities.

22. Formats and Signing of Bids.

22.1 The Bidders will prepare and submit their bids and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidders.

22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bid solicitation document from our official website, they will require to get the original payment receipt of the prescribed fee from the Procurement section of Khyber Pakhtunkhwa Technical Education & Vocational Authority Head Office, before the date of submission of bid.

22.3 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid form.

22.4 Any interlineations, erasures, or overwriting may not be accepted. However any typographical mistake shall be ensured with proper verification including initial.

22.5 Any tampering, illegitimate inclusion or exclusion in any part of these Documents shall lead to disqualification of the bidder.

Submission of Bids

23. Sealing and Marking of Bids.

23.1 The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in

separate envelopes. The said two envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

(a) Be addressed to the Director Procurement, Khyber Pakhtunkhwa Technical Education & Vocational Training Authority Head Office also given in the Invitation for Bids/Notice Inviting Tender; and

(b) Bid Reference No. Indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the **Bid Data Sheet (BDS)** for opening of Bids.

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "**non-responsive**" or "**late**".

23.4 If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 23.1 to 23.3 above this office shall assume no responsibility for the bid's misplacement or premature opening.

24. Deadline for Submission of Bids

24.1 Bids must be submitted by the Bidder and received by this office at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received later than the time and date specified in the **Bid Data Sheet** will stand summarily **rejected**.

24.2 The KP-TEVTA may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of this office and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

Any bid received by this office after the deadline for submission of bids prescribed pursuant to ITB Clause 24 will be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1 The Bidder may withdraw its bid after the bids submission and prior to the deadline prescribed for opening of bids.

26.2 No bid will be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

Opening and Evaluation of Bids

27. Opening of Bids.

27.1 All bids received, shall be opened by this office publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.

27.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in ITB Clause 9 above.

27.3 All Bidders in attendance shall sign an attendance sheet.

27.4 At the opening day, one bid will be announce at a time and will read out aloud by the concern officer and also its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the KP-TEVTA, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 specifically Rule 37.

27.5 Minutes of the Bid opening meeting will be recorded by this office.

27.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder.

27.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/ Procurement Committee will record a statement giving reasons for return of such bid(s).

28. Clarification of Bids.

During evaluation of the bids, the Director Procurement KP- TEVTA, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response will be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29. Preliminary Examination.

29.1 The Procurement Committee of KP-TEVTA 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.

29.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) 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 will be prevailing, and the total price shall be corrected.

b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words and figures, the amount in words will be prevailed.

29.3 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

29.4 Prior to the detailed evaluation, the Purchase Committee of KP-TEVTA shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, 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 Applicable Laws, Taxes, stamp code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Entity's (KP-TEVTA) determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.

29.5 If a bid is not substantially responsive due to the matters concerning to 29.4 above, it shall be rejected by the Procuring Entity (KP-TEVTA) and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids.

30.1 The Procurement Committee of KP-TEVTA will evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

30.2 All bids will be evaluated in accordance with the Evaluation Criteria and other terms and conditions available in Standard Bidding Documents (SBDs).

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate.

30.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidder

31.1 The Procuring Entity (KP-TEVTA), at any stage of the procurement proceedings, having credible reasons for or prima facie

evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 The Procurement Committee of KP-TEVTA will ensure its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

31.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the KP-TEVTA deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Technical Expert Team of this office may inspect the manufacturing plant/ production capacity/ warehousing system/ practices for assessment, if it deems necessary.

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

31.6 The KP-TEVTA will disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification, as Bidder was false and materially inaccurate or incomplete.

45. Announcement of Evaluation Report

Bid Evaluation Report (BER) will be uploaded on the official website of KP-TEVTA or display on office notice board, giving justification for acceptance or rejection of bids at least five or ten days prior to the award of procurement Contract.

47. Rejection of Bids

47.1 The Competent Authority of KP-TEVTA may reject any or all bids at any time prior to the acceptance of a bid. Upon request KP-TEVTA may communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

47.2 The KP-TEVTA incurs no liability, solely by virtue of its invoking ITB Clause 32.1 above towards Bidders who have submitted bids.

47.3 Notice of the rejection of any or all bids will be given to the concerned Bidders that submitted bids.

48. Re-Bidding

48.1 In case all the bids rejected under Rule 47, KP-TEVTA may call for a re-bidding under Khyber Pakhtunkhwa Public Procurement of Goods works & services Rules 2014 (Rule-48).

48.2 Before initiating the process of re-bidding list of revised specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary will be provided by this office.

49. Contacting the Procuring Entity.

49.1 Subject to *ITB Clause 28* above, no Bidder shall contact this office on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing which will be discuss in pre-bid meeting.

49.2 Any effort by a Bidder to influence KP-TEVTA in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

50. Acceptance of Bid and Award Criteria.

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Bidding Documents and having the best evaluated responsive bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

51. Procuring Entity's Right to vary quantities at the time of Award.

The KP-TEVTA deserves the right at the time of award of the Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

52. Notification of Award.

- a) The successful Bidder will be notified prior to the expiration of the period of bid validity in writing that its bid has been accepted under Rule 46 in conformity with provision of section 31 of the act in these rules.
- b) The notification of award shall constitute the formation of the Contract between the KP-TEVTA and the successful Bidder.
- c) The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

53. Limitation on Negotiations.

I. Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to technical, contractual or logistical details.

II. Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- a) minor alterations to technical details, such as the scope of work, the specification or drawings;
- b) minor amendments to the Special Conditions of Contract;
- c) finalization of payment schedule and ancillary details;
- d) mobilization arrangements;
- e) agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Entity;
- f) the proposed methodology or staffing;
- g) inputs required from the Procuring Entity;
- h) clarifying details that were not apparent or could not be finalized at the time of bidding;
- i) The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

54. Negotiations shall not be used to:

- a) substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- b) substantially alter the terms and conditions of Contract;
- c) reduce unit rates or reimbursable costs;
- d) Substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals alter the submitted financial bid.

55. Signing of Contract.

a) After completion of the Contract Negotiations the KP-TEVTA will provide the bidder a Contract Agreement Form provided in Part- Two: Section III of these Bidding Documents, incorporating all agreements between the Parties.

b) Within ONE week of receipt of the Contract Agreement Form, the successful Bidder and this office shall sign the Contract in accordance with the legal requirements in vogue.

c) Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of this office accepting a bid may file an application for review.

d) If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited. In such situation the KP-TEVTA may award the contract to the next lowest evaluated Bidder or call for new bids.

e) The Contract shall become effective upon affixation of signature of the Director Procurement KP-TEVTA and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.

56. Performance Guarantee.

a) On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (10% of the quoted price which can also be in the form of (8+2)) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the **Bid Data Sheet (BDS)**, on the Form and in the mannered prescribed by this office in Part-Two: Section-III of these Bidding Documents.

b) The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

c) Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the KP-TEVTA will award the contract to the next lowest evaluated bidder or call for new bid.

Part-One
General Conditions of Contract (GCC)
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General Conditions of Contract (GCC)

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser (KP-TEVTA) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "The Goods" means all those supplies, which the Supplier is required to supply to the Purchaser (KP-TEVTA) under the Contract.
 - (d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the government of Khyber Pakhtunkhwa, transportation of goods up-to the desired destinations, installation and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means Special Conditions of the Contract.
 - (g) "The Purchaser" means the Client KP-TEVTA (For these bidding documents) as mentioned in the SCC.**
 - (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means calendar day.

3. Source of Import

- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards

- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser (KP-TEVTA) to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser (KP-TEVTA) to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4.3 If the Supplier provide substandard item and fails to provide the fresh supply, the payment of risk purchase (which will be purchased by the KP-TEVTA) the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser's (KP-TEVTA) premises, burning, dumping, or incineration.

5. Use of Contract Documents and Information.

- 5.1 The Supplier shall not, without the Purchaser's (KP-TEVTA) prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser (KP-TEVTA) in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's (KP-TEVTA) prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser (KP-TEVTA) and shall be returned (all copies) to the Purchaser (KP-TEVTA) on completion of the Supplier's performance under the Contract if so required by the Purchaser (KP-TEVTA).
- 5.4 The Supplier shall permit the Purchaser (KP-TEVTA) to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 6. Patent Rights** 6.1 The Supplier shall indemnify the Purchaser (KP-TEVTA) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7. Performance Security** 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser (KP-TEVTA) as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser (KP-TEVTA) and shall be in one of the following forms:
- (a) a Bank Guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's (KP-TEVTA) country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser (KP-TEVTA); or
- (b) A cashier's or certified check or CDR.
- 7.4 The performance security will be discharged by the Purchaser (KP-TEVTA) and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in **SCC**.

8. Submission of Samples

Before signing of contract or at the time of commencing supplies, whichever deems appropriate by the purchaser (KP-TEVTA), the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

9. Ensuring storage arrangements

To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser (KP-TEVTA) at least One

(1) week in advance. However, in case no space is available at the Purchaser's (KP-TEVTA) premises at the time of supply, the Purchaser (KP-TEVTA) shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

10. Inspections and Tests

10.1

The Purchaser (KP-TEVTA) or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the **SCC** to confirm their conformity to the Contract specifications at no extra cost to the Purchaser (KP-TEVTA).

10.2 All costs associated with testing and inspection shall be borne by the Supplier.

10.3 The Purchaser's (KP-TEVTA) right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's (KP-TEVTA) destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser (KP-TEVTA) or its representative prior to the goods delivery from the point of Supply or manufacturing.

10.4 Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.

11. Packing

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

12. Delivery and Documents

12.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.

The Supplier shall furnish all necessary documentation

12.2 necessary for completion of the delivery, at the time of delivery and in the manner prescribed.

Goods supplied under the Contract shall be Delivered Duty

12.3 Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered.

13. Insurance

The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

14. Transportation

14.1 The Supplier shall arrange such transportation of the goods as required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and

manner prescribed in the Schedule of Requirement.

All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

14.2

15. Incidental Services

The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.

16. Spare Parts

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

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

17. Warranty

17.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the **SCC**.

The Purchaser (KP-TEVTA) shall promptly notify the Supplier in writing of any claims arising under this warranty.

18. Payment

18.1 The purchaser (KP-TEVTA) shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed in **SCC** and annexed to this contract.

18.2 The currency of payment shall be Pakistan Rupee.

19. Prices

Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

20. Change Orders

20.1 The Purchaser (KP-TEVTA) may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser (KP-TEVTA);

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

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

21. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

22. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's (KP-TEVTA) prior written consent.

23. Subcontracts

The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

24. Delays in the Supplier's Performance

24.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser (KP-TEVTA) in the Schedule of Requirements.

24.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Purchaser (KP-TEVTA) 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 (KP-TEVTA) 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 an Amendment to the Contract.

**25.Liquidated
Damages&
Penalties**

24.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the **SCC**, unless the parties to this contract mutually agree for extension of time.

Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser (KP-TEVTA) shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in **SCC**. Once the maximum is reached, the Purchaser (KP-TEVTA) may consider termination of the Contract pursuant to GCC Clause 26.

Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.

**26. Termination
for Default**

The Purchaser (KP-TEVTA), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) If the Supplier fails to deliver any or all instalments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser (KP-TEVTA) pursuant to GCC Clause 24; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser (KP-TEVTA) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

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."

27. Force Majeure

27.1 Notwithstanding the provisions of GCC Clauses 24, 25 & 26, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

- 27.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser (KP-TEVTA) in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser (KP-TEVTA) shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
- 27.3 Unless Purchaser (KP-TEVTA) informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 28. Termination for Insolvency**
- The Purchaser (KP-TEVTA) may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
- 29. Termination for Convenience**
- 29.1 The Purchaser (KP-TEVTA), by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's (KP-TEVTA) convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 29.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser (KP-TEVTA) at the Contract terms and prices. For the remaining Goods, the Purchaser (KP-TEVTA) may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

- 30. Arbitration and Resolution of Disputes**
- 30.1 The Purchaser (KP-TEVTA) 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.
- 30.2 If, after thirty (10) days from the commencement of such informal negotiations, the Purchaser (KP-TEVTA) and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to
- I. The Grievance Redressal Officer of KP-TEVTA. GRO may resolve the case after interviewing the supplier and procurement section head/Director within 15 days.
 - II. If the supplier is still not satisfied the complaint shall be sent to KP-TEVTA Local GRC (Grievance Redressal Committee) within 10 days. GRC shall send recommendation to Procurement Committee and the Procurement Committee of KPTEVTA may decide the final fate of the complaint.
 - III. If the supplier is still not satisfied the case may be referred to KPPRA and all expenses will be borne by the supplier.
- 30.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the **SCC**.
The Contract shall be written in English language. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 31. Governing Language**
- 32. Applicable Law**
- This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 33. Notices**
- 33.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in **SCC**.
- 33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 34. Taxes, Duties & Levies**
- 34.1 All taxation, duties and levies etc., whether International, Federal, Provincial or Local, shall be borne by the Supplier.

PART-TWO

VARIABLE CONDITIONS OF CONTRACT

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- (e) Bid Form-3(B): Manufacturer's Authorization Form
- (f) Bid Form-4: Firm's Past Performance
- (g) Bid Form-5: Price Schedule
- (h) Bid Form-6: Performance Guarantee
- (i) Draft Contract Agreement Form

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Part-Two

Section I:

Procurement Specific Provisions

Bid Data Sheet (BDS)

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number	KP-TEVTA, INDUSTRIES COMMERCE AND TECHNICAL EDUCATION DEPARTMENT, KHYBER PAKHTUNKHWA
ITB Clause 2.1	Name of Client & Source of funds	KP-TEVTA, Industries Department, Government of Khyber Pakhtunkhwa
ITB Clause 3.1	Name of Goods	Purchase of Machinery, equipment & other items as in SOR.
ITB Clause 6.1	Commencement date of provision of Bidding Document	As per advertisement published in newspapers
ITB Clause 6.1	Closing date of issuance of Bid documents	As per advertisement
ITB Clause 7	Bidding for Selective Items	
ITB Clause 9.1	Bidding procedure	Single Stage–two Envelope bidding procedure KPPRA Rules 2014
ITB Clause 9.2	Method of determining Lowest evaluated Bidder	Technically Qualified Responsive bid based on 60% & above and Financially Lowest bid under the KPPRA Act 2012

BSD's for Khyber Pakhtunkhwa Technical Education & Vocational Training Authority (KP-TEVTA)

ITB Clause 11.1	Bidding Documents	Industry Department, Government of Khyber Pakhtunkhwa.
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	SOR
ITB Clause 15.4	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
ITB Clause 16	Currency of Bid	PKR
ITB Clause 18	Name of the Bid Form (Primary documents)	BID COVER SHEET BID FORM 1: Letter of Intention BID FORM 2: Affidavit BID FORM 3(A): Eligibility of the Bidders & Goods BID FORM 3(B): Manufacturer's Authorization BID FORM 4: Firm's Past Performance BID FORM 5: Price Schedule BID FORM 6: Performance Guarantee/CDR
ITB Clause 18.2	Technical Bid Proformas	Sample Technical Bid Proformas
ITB Clause 20	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the bid price in the name of KP-TEVTA, Khyber Pakhtunkhwa
ITB Clause 21	Bid validity period	till 30 August 2022
ITB Clause 24	Last date and time for the receipt of bidding document (on or Before)	As per advertisement
ITB Clause 27	Date, time and venue of opening of technical bids	

ITB Clause 40.5	Duration of Contract	Refer KPPRA/PPPRA
ITB Clause 41.1	Performance Guaranty / Performance Security	The Performance Security shall be 10% of the total bid contract price quoted and shall be submitted in the name of KP-TEVTA in the form of Bank Performance Guarantee or CDR

Part-Two

Section I:

Procurement Specific Provisions

Special Conditions of Contract

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Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: **KP-TEVTA, Khyber Pakhtunkhwa**

GCC 1.1 (h)—The Supplier is: _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in **Part Two: Section V** of these Bidding Documents, "Eligibility for the Provisions of Goods, Works, and Services."

3. Standards (GCC Clause 4)

GCC 4.1—The quoted product, at the time of delivery, shall conform to the standards as prescribed in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

4. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent of the Contract Price/Bid Value**

The following provision shall be used in the case of Goods having warranty obligations.

GCC 7.4—After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

5. Inspections and Tests (GCC Clause 10)

GCC 10.3—Inspection and tests of goods/delivery and at final acceptance are as follows: **Final Acceptance by the Technical Committee**

6. Packing (GCC Clause 11)

Applicable as required by the Purchaser.

7. Delivery and Documents (GCC Clause 12)

GCC Clause 12.1—Delivery of the intended items in the destination districts of the Khyber Pakhtunkhwa shall be **120 Days** for Imported Goods / **60 Days** for Local Goods.

GCC 12.2—*In case of Import or as required otherwise, upon shipment*, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air way bill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

GCC 12.2—*Applicable Delivery Mode: Delivered Duty Paid (DDP) of Inco terms 2011*

8. Insurance (GCC Clause 13)

GCC 13.1— The Goods supplied under the Contract shall be **Delivered Duty Paid (DDP)** under which all the risk is transferred to the buyer / concerned Institution only after the intended goods have been delivered to their desired destination. Hence insurance coverage is seller's responsibility for arranging appropriate coverage.

9. Spare Parts (GCC Clause 16)

After sale service with spare parts shall be 3 years (if applicable)

10. Warranty (GCC Clause 17)

GCC 17.2—**Warranty with repair & spare parts shall be three (3) years (if applicable)** . The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be

necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause

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 0.07% per day or 0.5% per week upto a maximum of 10%.of the total Contract price.

11. Payment (GCC Clause 18)

GCC 18.1- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in **Pak. Rupees** through **crossed cheque** in the following manner:

100 percent of the Contract Price of the Goods shall be paid to supplier after delivery & inspection by the Inspection Committee of intended goods at destination or, in case of any import, through irrevocable confirmed letter of credit opened in favor of the Supplier for supplying in Client's country, upon submission of documents specified in GCC Clause 12.

100% payment shall be made as a one-time payment after the delivery, installation, inspection and Acceptance Certificate issued by the Client.

In case of an import, payment of local currency portion shall be made in Pak Rupees within **thirty (30) days of presentation of claim** supported by a **Certificate from the Purchaser** declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

12. Liquidated Damages (GCC Clause 25)

GCC 25.1—Applicable rate: **0.5% per week or 0.07% per day of the total Contract price**
Maximum deduction: **≤ 10% of the total contract amount.**

13. Disputes Resolution (GCC Clause 31)

GCC 31.3- the dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to GRO, GRC of KP-TEVTA as per **Khyber Pakhtunkhwa Public Procurement Grievance Redressal Code/Rules 2017.**

14. Governing Language (GCC Clause 31)

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

15. Applicable Law (GCC Clause 32)

GCC 32.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:

- **KPPRA Act 2012**
- **Khyber Pakhtunkhwa Public Procurement of Goods, Works & Services Rules 2014**

16. Notices (GCC Clause 33)

GCC 33.1—Purchaser's address for notice purposes:

MD Khyber Pakhtunkhwa Technical Education & Vocational Training Authority, Khyber Pakhtunkhwa

Telephone(s): +92-91-5704266

Email: dir-proc@kptevta.org.pk

Website: www.kptevta.gov.pk

Supplier's address for notice purposes: _____

17. Duties, Taxes & Levies (GCC clause 34)

The Unit price quoted by the bidder shall be: **inclusive** of all duties, taxes & levies.

Evaluation Criteria:

Technical Evaluation Criteria for Machinery/Equipment/Tools

Financial Year 2021-22

(Minimum Qualifying Marks Score = 60 marks)

NOTE:

For further details of evaluation criteria and marking scheme, please see section on proformas in these SBDs.

Firm Name: _____

Bid Reference No. _____

S. No.	Description of Variables	Total points	Remarks
<u>A.</u>	<u>Product Evaluation Parameters</u>		
<u>1</u>	<u>Product General Information</u>		
1.1	Ref. No of item in BSD Schedule of Requirement		
1.2	Name of equipment		
<u>2</u>	<u>Conformance To Specification</u>		
2.1	Fully compliance with the required specifications as per statement of Requirement (Up to a maximum no of four Minor deviations may be accommodated subject to the condition that main function and performance in any aspect would not affect. However, up to four marks will be deducted).	40	
2.2	Additional features of the product/ Spares/ Accessories	5 (45)	
<u>3</u>	<u>Product Certification</u>		
3.2	Certificate of Authorization from Manufacturer / CE	5 (50)	
3.4	Weightage for Khyber Pakhtunkhwa local Supplier	2 (52)	
<u>4</u>	<u>Product Local Performance</u>		

4.2	Catalogue/ Broucher available	4 (56)	
4.3	Warranty Period three years both with spare parts and services & next two year services without parts, from the date of installation	4 (60)	
	Total score of the Product Evaluation	60 out of 100	
B	<u>Firm Evaluation Parameters</u>		
	<u>Experience</u>		
	Technical Experience of the Firm, Year of establishment (up to 5 Years 0.5 Point per year and above 5 Years 0.25 points per year up to 2 Years)	3	
	<u>Financial Stability</u>		
	Minimum Funds Available, Minimum Funds availability(3point for 10% of bid value and 5 point for above 10%)	5 (8)	
	Net worth statement 3 Years, net worth statement (last 3 years data) (1 point upto 50 M per year and one point for above Rs: 50 M per Year) total 5	5 (13)	
1	<u>Personnel/Human Resource</u>		
1.1	Simple Technician (one point per tech; Max point = 3	3(16)	
1.2	Associate Engineer with Diploma of Associate Engineer (one point per DAE; Max point = 3)	3 (19)	
1.3	Graduate Engineer/BTech (one point per Engr.; Max point = 3)	3 (22)	
2	<u>Workshop facility Testing/Calibration of Equipment</u>		
2.1	Availability of workshop/service centre after sales services in Khyber Pakhtunkhwa (office(1), workshop(1) and Service Centre(1)	3 (25)	
2.2	Availability of workshop at National/country level	3 (28)	
2.3	Manufacturer(1), Showroom (1) and workshop/Service Centre(1)	3 (31)	
2.4	Is the supplier ensure the Training Facility on the quoted item (should give certificate in writing)	3 (31)	
	Detail of Spare parts availability (for the quoted items) with all accessories (should give certificate in	3 (34)	

	writing)		
2.5	Testing tools (for quoted items) with all accessories (should give certificate in writing)	3 (37)	
3	<u>Manufacturer Performance</u>		
3.2	Valid ISO 9001 Quality Management Certificate/ Valid Product Certification (i.e, CE etc)	3 (40)	
	Total Score of the firm.	40	
A+B	Total Technical Score	(60+40) out of 100	

The bidder achieving the minimum of 60 marks (i.e.60%) out 100 marks and Technical Evaluation will be declared technically qualified. Financial bid of only technically qualified bidder will be open publically at the time to be announced by KP-TEVTA. The financial bid of technically disqualified will be returned un-opened to the respective bidders.

Technical Score-100:

Note: The procuring entity reserve the right to visit the printer’s premises / warehouse of the bidders by the team of experts to verify the information / details mentioned by the bidders; if deems necessary.

Section V. Technical Specifications (Continued) Financial Evaluation for Bids

Technically qualified bidders are those who secure 60% marks, technically qualified bidders will then compete for financially lowest rate. Contract will be awarded to technically qualified/ responsive and financially lowest bid rate. Financially Lowest bids will qualify subjected to the satisfaction of Procurement committee.

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Scoring Methodology:

Contract will be awarded to the technically responsive bidder whose product ranks 60% and above in technically Evaluation scoring, However technically responsive and passed will be considered for opening of financial bids and lowest bid rate among all technically successive bidders will be considered for contract awarding.

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) for passing and price factor (in Financial Criteria); lowest bid rate for contract awarding and each having points as elaborated in the evaluation proformas provided in these BSD’s.

Procedure for the Marks Scoring: Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical criteria.

SECTION-III

STANDARD FORMS

BID COVER SHEET (On firm's letterhead)

BID FORM 1: Letter of Intention (On firm's letter head)

BID FORM 2: Affidavit (Stamp Paper)

BID FORM 3(A): Eligibility of the Bidders & Goods (letterhead) **BID**

FORM 3(B): Manufacturer's Authorization (Firm's letterhead) **BID**

FORM 4: Firm's Past Performance (On firm's letterhead)

BID FORM 5: Technical Bid Performa

BID FORM6: Price Schedule (on Firm's letterhead)

BID FORM 6: Performance Guarantee (firm's letterhead)

BID FORM 7: Contract Agreement Template

BID FORM 1

Letter of Intention

Bid Ref No.

*Date of the Opening of
Bids*

Name of the Contract :{ Add name e.g. Printing} To:

[Name **and address of Procuring Entity**] Dear

Sir/Madam,

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

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

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

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

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

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

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

Signed:

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

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

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state
that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the province regarding supplies.

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

Signed

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.

BID FORM 3(A)

Name of the Firm
 Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

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

⁴ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

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

⁶ Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in

⁷ column 1 Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy

BID FORM 3(B)
8
MANUFACTURER'S AUTHORIZATION

To: [Name &Address of the Procuring Entity]

WHEREAS *[name of the Manufacturer]* who are established, reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

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

Signature:-----.

Designation:-----

Official Stamp:-----

8

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

BID FORM 4

**9
Firm's Past Performance .**

Name of the Firm: Bid

Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's Certificate ¹

9
Bidders may use additional Sheets if required.

¹⁰ All certificates are to be attached with this form.

BID FORM 5

Technical Bid Performa

(To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Technical Proposal to the .

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

Sr. #	Item/Description Tender Specification	Offered Specification	Qty	Model/Make	Remarks
1	2	3	4	5	6
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature: -----

Designation: -----

Date: -----

BID FORM 5

Price Schedule

(To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal to the .

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
1						
2						
TOTAL						

A) FINAL TOTAL PRICE: -----

B) DISCOUNT ¹¹ :-----

C) FINAL QUOTED PRICE: ----- (C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

11

If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 6
Performance Guarantee

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

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

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

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the _____ day of _____, 200

Signature and Seal of the Guarantors/ Bank

Address

Date

CONTRACT AGREEMENT

PURCHASE OF COMPUTERS

This contract agreement is made on and agreed today on **date** between **Khyber Pakhtunkhwa Technical Education & Vocational Training Authority** (*Hereinafter referred to as the Procuring Entity or the first party*) and **M/S XXXXXXXXXXXX**, having its registered office at **XXXXXXXXXX 35 the Mall, 01- First Floor Cantonment Plaza Saddar Road**, through **Mr.xyz**, Designation _____, **CNIC No.** _____ (*hereinafter referred to as the Service Provider or the second party or he, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that: **WHEREAS** the Procuring Entity has made a bidding competition for selection of Supplier Provider for **XXXXXXXXXXXX**. (*Hereinafter referred to as Supply of goods*) The Procuring Entity & Supplier are collectively called the “parties”. However, Procuring entity is desirous that certain supply as mentioned should be executed by the Supplier and has accepted a bid by the supplier for the execution and completion of such supply and the remedying of any defects therein.

WHEREAS: The Procuring Entity and supplier agreed on the following terms & conditions;

1. **The CONTRACT:**

The following documents after incorporating addenda, if any, except those parts relating to instructions to bidder shall be deemed to form and be read in construed as integral part of this contract, viz:

- | | |
|--|--|
| a) The Contract Agreement; | b) The letter of Acceptance; |
| c) The Completed form of Bid; | d) The General & Special Conditions of Contract; |
| e) The Specifications & Bill of Quantities in purchase order | |

2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:

3. **Term of the Contract:** This contract shall remain valid for 120 days from the date of signing including 90 days without penalty and beyond with penalty, unless amended by mutual consent.

4. The Supplier declares as under:

i. **M/S XXXXXXXXXXXX**, hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Government of Khyber Pakhtunkhwa or any administrative subdivision or Entity thereof or any other entity owned or Controlled by it (Government of Khyber Pakhtunkhwa) through any corrupt business practice.

ii. Without limiting the generality of the foregoing, **M/S XXXXXXXXXXXX**, represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

iii. **M/S XXXXXXXXXXXX**, certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

iv. **M/S XXXXXXXXXXXX**, accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Entity under any law, Contract or other instrument, be voidable at the option of Procuring Entity.

v. Notwithstanding any rights and remedies exercised by Procuring Entity in this regard, **M/S XXXXXXXXXXXX**, agrees to indemnify Procuring Entity for any loss or damage incurred by it on account of its corrupt

business practices and further pay compensation to Procuring Entity in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/S XXXXXXXXXX**, as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Entity.

vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Grievance Redressal Code 2017 KPPRA (As amended from time to time).

5. **Items to be Supplied & Agreed Unit Cost:** (i) The Supplier "**M/S XXXXXXXXXX**," shall provide to the procuring entity "**Khyber Pakhtunkhwa Technical Education & Vocational Training Authority**" the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder and acceptable to by the procuring entity.

(ii) Each Item supplied shall strictly conform to the Schedule of Requirements in BSD and to the Technical Specifications acceptable to the Technical Committee of the procuring entity.

(iii) The Unit Cost agreed in the Price Schedule in purchase order is inclusive of all Taxation and costs associated with transportation and other agreed incidental costs.

6. **Payments:** The Procurement Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods, as specified in the Technical Specifications in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items after favorable inspection report of the delivered items.

7. **Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of **M/S XXXXXXXXXX**,

8. **Payment Schedule:** All payments to the Supplier shall be made in accordance with the SCC & agreed Payment Schedule in purchase order in the BSD, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.

i) **Performance Guarantee:** (i) The Supplier, within 15 days upon the receipt of Purchase Order and upon signing the Contract shall provide to the procurement entity a Performance Security equivalent to 10% (i.e. **Rs. XXXXXXXX/-**) of the total Contract amount (i.e. **Rs. XXXXXXXX/-**) on the prescribed format (Bank Guarantee) or CDR equal to 30,84,250/- (Amount equal to 10% of the total contract amount). This Performance Guarantee/CDR shall be released to the Supplier upon successful completion of the warranty period.

ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

iii) Failure to submit a **10%** Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

9. **Penalties/ Liquidated Damages.**

i) In case of late delivery of goods beyond the term of the Contract as per Clause 3 of this contract a penalty @ 0.07% per day of the cost of the late delivered supply, shall be imposed upon the Supplier. (As per provisions in GCC clause 24 and SCC Clause 12 of the BSD.)

ii) Wherein the Supplier fails to make deliveries as per purchase order, the Contract to the extent of delivered portion of supplies shall stand cancelled.

iii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty to the extent of un-delivered portion of supplies shall be forfeited.

iv) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty shall be forfeited to the Government account and the firm shall be debarred minimum for two years for future participation.

v) The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees

vi) The rate offered should be less than/equal to anywhere quoted in same financial year. If anywhere quoted less, the

supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees.

- vii) The KP-TEVTA buying units (Colleges/Institutes/Vocational Centres) and the suppliers are bound to make sure the receipt of copy of Purchase Order to the Director Procurement KP-TEVTA for consolidation of total supplies along with amount in PKR issued.

10. All notices and correspondences incidental to this contract shall be in English language and shall be addressed to the Procurement Entity on the following address;

Director Procurement, KP-TEVTA House No. 5-771, Old Bara Road University Town ; Phone No. 091-5704266 email:- dir-proc@kptevta.gov.pk

IN WITNESS Whereof; the Parties hereto have caused this Contract to be executed at KP-TEVTA Head Office, and shall enter into force on the day, month and year first above- mentioned.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written above.

Assignee of the 'Supplier'

Assignee of the 'Procurement Entity'

Name: _____
Contractor/Owner:
CNIC: _____

Director Procurement KP-TEVTA

Witness 1of the 'Second Part'
Name: _____
Witness from Contractor
CNIC: _____

Witness 2 of the 'First Part'
Deputy Director (Proc) KP-TEVTA

Managing Director
KP-TEVTA

SECTION-IV

1. Schedule of Requirements

- • Please visit www.kptevta.gov.pk for Equipment & their details Technical Specifications

Supply Schedule:**Annex-B**

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	120 days	120 days
With penalty @ 0.07 % per day after 120 days of Purchase Order	30 days	60 days

Note: The total delivery period include opening of Letter of Credit (if any), transportation from manufacturer's destination to the Purchaser's Country Port, custom clearance and inland transportation from Purchaser's Port to the end destination (districts). Installation, commissioning, test-run, relevant staff training and initial maintenance are NOT included in the delivery period. However, payment to the supplier will be subject to satisfactory report by the Inspection Team.

District wise details of goods are given at Section III (List of Items).

b). Liquidated Damages / Penalty

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any destination, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.07% per day of the cost of late delivered supply shall be imposed upon the Supplier
- vi) Extension in the delivery period (if any) will be considered by the Purchaser on case-to- case basis and strictly in accordance with Rule 35(2) of KPPRA Procurement of Goods, Works and Services Rules, 2014.

c) Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract, if applicable.

- i) Transportation:** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- i) Insurance:** All insurance charges will be borne by the supplier.
- ii) Custom Clearance:** Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.
- iv) Installation:** Supplier will install the equipment at the designated place of work, free of charge, give test-run and if required, will impart on job training.
- v) Test-Run / Commissioning:** Equipment will be subjected to test-run after commissioning.
- vi) Staff Training:** Where required, on job training to be provided to working staff on the equipment to be supplied / installed.
- vi) Initial Maintenance:** Supplier will be responsible for initial maintenance of the equipment (repair and parts), for THREE complete years starting from the date of installation/test-run.
- vii) Availability of Spare Parts and Consumables:** Supplier will guaranty through reliable means, acceptable to Purchaser, prompt and easy availability of spare parts & consumables for the period of FIVE years (apart from initial three years as in clause **vii** above), on reasonable rates.
- ix) After Sales Service:** Supplier will provide free after sales service from trained and qualified technical staff, free of charge for five complete years (including three years with parts as mentioned above in clause **vii**), after the date of installation / test-run.

d) Warranty

The supplier/original manufacturer will provide comprehensive warranty (on Judicial Paper) of free after sales service, maintenance, replacement of parts, and working of the equipment for **three years** from the date of installation/test-run.

d) Additional instructions(If applicable)

- i.** Please clearly indicate the country of origin, wholly or parts, etc.
- ii.** Indicate place/port of shipment.
- iii.** Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer. KP-TEVTA will not be responsible for any refusal, penalty or delay in this regard.
- iv.** Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment.
- v.** Comprehensive training of working of the equipment and normal /minor repair, trouble-shooting will be arranged by the supplier/ manufacturer, for at least two working staff, (doctor/technician) at the manufacturers location, prior to shipment/ installation (for complex and high tech equipment).

Annex. C

Purchase Order.

(Specimen Sample of TEVTA Instructions/Project Purchase Order)



Name of the Head.....
 Name of Procuring Entity.....
GOVERNMENT OF KHYBER PAKHTUNKHWA

1	Purchase Order No	
	Date	
2	Firm Name	
3	Firm's Address	
4	Firm Contact No	
5	Conditions of the Contract:	
6	Particulars of Stores:	As already communicated in the Standard Bidding Document
		As per detail given below

Item No	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR) <u>(Inclusive of all duties, taxes & levies)</u>

Additional instructions (if any):

Signature Authorized Staff

For more information and queries please call on 0915704266
or
e-mail on dir-proc@kptevta.gov.pk