BOARD OF INTERMEDIATE & SECONDARY EDUCATION MALAKAND

BIDDING SOLICITATION DOCUMENTS (BSDs)

FOR

PROCUREMENT OF EXAMINATION STATIONERY

Framework Contract as per KPPRA rules

Rule 31-A

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PART - ONE

Section - I

1. Preface

These Bidding Documents have been prepared for use by BISE MALAKAND for procurement of ***examination stationery*** through National Competitive Bidding (NCB).

This procurement is to be carried out under ***Framework contract*** for a period of one year, extendable to another year up-to a maximum of three years as per KPPRA Rules under Rule 31A. Bidders shall provide **unit rates** as mentioned in the price schedule according to requirements of these BSDs.

The BSDs have been split into the following parts & sections:

Part One	**Section - I:** Preface, Invitation for Bids, Bid Data Sheet, Technical Specification, Supply & Price Schedule and Eligibility / Evaluation Criteria
	Section - II: Instructions to Bidders
	Section-III: General Conditions of Contract & Special Conditions of Contract
Part Two	Sample Bid Forms including Price Schedule in Pakistani Rupees, Bid Security Form, Bank Guarantee, Manufacturer Authorization Form and Integrity Pact

Note: - Bidders are required to read complete BSDs carefully.

Board Of Intermediate & Secondary Education Malakand

2. Invitation for Bids (IFB)

Through EPADS (E-pak Acquisition &Disposal system)

The **Board of Intermediate & Secondary Education Malakand** invites **bids** under **framework contract** for procurement of the following, in accordance with **Rule-6 (2) (b) "Single Stage, two Envelops procedure"** of **Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules, 2014, from** bidders **r**egistered with **relevant tax authorities (FBR etc) and with a status of Active Taxpayers List (ATL)**:

Tender No	Tender Description	Tender Type	Bid Security (Rs.)	Pre-Bid Meeting Date & Time	Closing Date & Time	Opening Date & Time
01-2026	Procurement of Examination Stationery (Under Framework Contract for a period of one year, extendable to another year up-to a maximum of three years as per rule 31A) of KPPRA Rules, 2014	Single Stage, two Envelops	Rs 3.00 million (Fixed)	Wednesday, 12 August, 2026 11:00 AM	Tuesday, 18 August , 2026 12:30 PM	Tuesday, 18 August, 2026 02:30 PM

Terms & Conditions:

Availability of Bidding Documents:

The Bid Solicitation Documents (BSDs) can be downloaded from **E-PADS portal** (www.kp.eprocure.gov.pk, after publication of this advertisement in newspapers up to the **last date and time of bid submission**. The advertisement is also available on www.kppra.gov.pk and www.bisemalakand.edu.pk.**Interested bidders must be registered with E-PADS** to participate.

Submission of Bids:

Bidders must **carefully read the BSDs** and quote their rates accordingly. **All rates and required documents must be uploaded online** on E-PADS. **No hard copies of rates or documents will be accepted**, except the **original bid security**, other documents as per BSDs which must be submitted in a **sealed envelope.** The bid security must be in the form of **Call Deposit Receipt (CDR)** or **Demand Draft (DD)**, issued in favor of **Secretary BISE MALAKAND**

Clarification:

For further clarification, bidders are advised to **thoroughly study the BSDs**, which provide complete details and technical specifications.

Note:
The Board reserves the right to **reject any or all bids** in accordance with Rule 47 of KPPRA rules 2014.

SECRETARY
BISE MALAKAND
0945-703324

3. Bid Data Sheet

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

1. Introduction	
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa. **Board of Intermediate & Secondary Education Malakand**
ITB 1.2	Name of Project: 01-2026 — Procurement of Examination Stationery
ITB 1.3	Procuring Agency's address: Secretary BISE Malakand Telephone Number**: 0945-703324** **Website:** www.bisemalakand.edu.pk **Email Address: secretarymkd@gmail.com**
ITB 1.4	Clarification (s) on bidding documents **Procurement Officer, BISE Malakand**
ITB 1.5	Language of the bid: ***English***
2. Bid Price and Currency	
ITB 2.1	The price quoted shall be inclusive of all taxes, duties and levies
ITB 2.2	Bid Price shall be valid for three years, subject to the provisions given in Rule 31 (A) of KPPRA Rules 2014.
ITB 2.3	Currency of Bid: **PKR**
3. Preparation and Submission of Bids	
ITB 3.1	Qualification requirements. **As per given criteria.**
ITB 3.2	Amount of bid security: As mentioned in IFB / NIT
ITB 3.3	Performance Guarantee / Performance Security: **Upto 10% of the total contract price, to be mentioned in Letter of Acceptance or work order**
ITB 3.4	Bid validity period: ***90 days, extendable upto another 90 days*** to be started from date of tender opening
ITB 3.5	Number of copies: **One**
ITB 3.6	Address for bid submission: **Office of the Secretary, BISE Malakand**
ITB 3.7	IFB / Tender Number: 01-2026
ITB 3.8	Deadline for bid submission: **As given in Invitation for Bids (IFB)**
ITB 3.9	Time, date, and place for bid opening: **As given in Invitation for Bids (IFB)**
4. Bid Evaluation	
ITB 4.1	Method of determining lowest evaluated bidder: **As mentioned in the Evaluation Criteria / BSDs.**
ITB 4.2	Criteria for Bidders Evaluation: **Evaluation of Bidders shall be made on the basis of Evaluation Criteria mentioned in part one, section-I of the BSDs.**
5. Type of Contract: As given in the IFB.	

4. Technical Specifications

Tender No 01-2026

Procurement of E-Marking Answer Books, DMCs and Original Certificates etc.

Item No	Item Name	Specification Type	Detail Specification
1	**E-Marking Answer Books Compatible with OSM Software**	Paper Type	• **A4 Size 85 GSM paper** • **Laser / Precision cutting**
		Printing	• Four Color Digital Printing accompanying text on each page • Stapled on corner • *Security Features: -* *Micro Lining Logo of BISE Malakand* • **Embedded water mark "BISE KP" as per sample** • Four Color Digital Encrypted Variable Barcode accompanying text on Each Page (List of serial number and Bar Code shall be provided by *BISE Malakand*)
		Packing	To be packed in Cartons with great care such that corners are not folded, the serial No on the cartons also be readable through bar code
		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable.
		Sample can be exhibited to prospective bidders.	
2	**Detail Marks Certificates (DMCs)**	**Paper Grammage**	**110-120 GSM Paper as per sample**
		Paper Burst Factor	**18 (Minimum) Brightness 94%**
		Printing	Multicolor Printing with invisible text, visible under ultraviolet (UV) light, **embedded water mark "BISE MALAKAND" as per sample**
		Size	A4 (8.27-inch x 11.69 inch) Precise cutting with zero difference in size and Margins.
		Numbering	Color digital encrypted QR code with accompanying text on each DMC.
		Packing	500 DMCs to be wrapped in wrapping paper and to be packed in cartons in such a way that the corners/sides of the DMCs are not curled/folded.
		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable. **Sample can be exhibited to prospective bidders only.**
3	**Original Certificates SSC/HSSC**	**Paper Type**	Smooth and uncoated surface, unique look and feel metallic sheet.
		Paper Grammage, Size & other	Length 11 inches, width 8.3 inches, mm….180GSM Light Golden color having UV (ultra violet) "punni" printing of Board of Intermediate & Secondary Education Malakand "monogram" with QR Code (BISE Malakand) and secret symbol logo of BISE Malakand with grading table on back side.
		Paper Burst Factor	**22 (Minimum) Brightness 94%**

		Numbering	Machine printed S.No. Color digital encrypted variable QR code with accompanying text on each certificate. **As per sample**
		Packing	To be packed in cartons in such a way that the corners/ sides of the certificate are not curled/folded. S.No." from-to" must be mentioned on each cotton.
		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable. **Sample can be exhibited to prospective bidders only**
4	**Question Paper Sheet**	Paper type	70 GSM Minimum as per sample with variable Number, variable QR code and variable Bar Code on each paper.
		Paper burst factor	16 Minimum
		Size	Legal precise cutting zero difference in size.
		Printing	Two Variable Bar Code on Each Page.
		Packing	Properly packed 500 pages in one ream.
		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable. **Sample can be exhibited to prospective bidders only**
5	**Continuation Sheet 04 Pages**	Paper type	70 GSM Minimum as per sample
		Burst factor	16 minimum
		Size	As per sample
		Printing	Single Color Printing With embedded water mark "BISE KP", on each page.
		Numbering	Machine printed S.No.
		Packing	To be packed in plastic bags of 2000 quantity. S.No from and to must be mentioned on each bag.
		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable. **Sample can be exhibited to prospective bidders only**
6	**Practical answer book 6 pages**	Paper type	70 GSM Minimum as per sample
		Burst factor	16 minimum
		Size	As per sample
		Printing	Single Color Printing With embedded water mark "BISE KP", on each Page.
		Numbering	Machine printed S.No.
		Packing	To be packed in plastic bags of 1000 quantity with S.No from and to must be mentioned on each bag.
		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable. **Sample can be exhibited to prospective bidders only**
7	**Conventional Answer Book 24 pages**	Paper type	70 GSM Minimum as per sample
		Burst factor	16 minimum
		Size	As per sample
		Printing	Single Color Printing With embedded water mark "BISE KP", on each page.
		Numbering	Machine printed S.No.
		Packing	To be packed in plastic bags of 500 quantity. S.No from and to must be mentioned on each bag.

		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable. **Sample can be exhibited to prospective bidders only**
8	Bubble sheets SSC/HSSC	Paper type and Features	**A4 Size 85 GSM paper with embedded water mark "BISE KP" as per sample** **Laser / Precision cutting**
		Brightness	94%
		Size	A4/ As per sample
		Printing	• Four Color Digital Variable Printing • Variable QR Code and Barcode with accompanying text on each sheet • *Security Features: -* *Micro Lining Logo of BISE Malakand on each page* (List of serial number and Bar Code shall be provided by *BISE Malakand*)
		Numbering	Variable QR Code with accompanying text of serial numbers on each sheet, computer readable
		Packing	To be packed in Cartons with great care such that corners are not folded, the serial nos (From-To) on the cartons shall also be readable through bar code
		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable. **Sample can be exhibited to prospective bidders only**
9	Migration Certificate	Paper Type	80 GSM Minimum as per sample.
		Paper Size	A4
		Color	Two Color with blue color Border.
		Serial No	Variable QR Code with accompanying text of serial numbers on each sheet, computer readable.
		Sample	Bidders shall make and provide their original samples according to the BISE Malakand samples. 10 numbers of each item as sample, complete in all respect, shall be provided. Incomplete sample will not be acceptable. **Sample can be exhibited to prospective bidders only**

Note: The provided samples by bidders should not be less in quality or other parameters. Samples, 10 numbers for each item, should be submitted to Board office along with Bid Security. The samples will be checked by PCSIR laboratory only of those items which are deemed necessary by the procuring entity. Cost for checking/inspection of samples at PCSIR will be borne by the respective bidder(s).

5. Supply Schedule

Item #	Description	Supply / Delivery schedule
1	For all items	Supply schedule to be strictly complied by the bidder as mentioned in the supply order.

6. Price Schedule

Tender No 01-2026: Procurement of E-Marking Answer Books, DMCs and Original Certificates etc

Item No	Description	Unit Price In Figure (Rs) (Taxes inclusive)	Unit Price in Words (Rs). (Taxes inclusive)
1	E-Marking Answer Books Compatible with OSM Software of BISE Malakand, per leaf with printing on both sides of the leaf		
2	DMCs for SSC/HSSC, **Per DMC**		
3	Original Certificates SSC/HSSC, **Per Certificate**		
4	Question Paper Sheet, **Per sheet**		
5	Continuation sheet, 04 Pages, **Per sheet**		
6	Practical answer book 6 pages, **Per Answer Book**		
7	Conventional Answer book 24 pages, **Per Answer Book**		
8	Bubble sheets SSC/HSSC, **Per sheet**		
9	Migration Certificate, **Per Certificate**		

Important Notes:

a) *BISE Malakand will* decide number of pages in E-Marking Sheets and supply order shall be issued accordingly.

b) Payment shall be made @ Per Leaf (Printing on both Sides) in case of E-Answer Books only.

c) Incomplete or conditional bid is not acceptable.

d) Cutting/overwriting is not allowed in the price schedule list.

e) Quoted unit price must be written in words & figures with computer instead of handwriting.

f) Bid security and samples shall be submitted (in hard form) to BISE Malakand.

Signature of Bidder ______________________________

Office Seal ______________________________

Contact # ______________________________

Address ______________________________

7. Minimum Eligibility Criteria for Bidders

Tender No 01-2026: procurement of examination stationery

S. No	Criteria	Marks
7.1	Proof of Active Tax Payer as per FBR Record (Sales & Income Tax)	**Mandatory**
7.2	Bank Statement of Last five financial years (2021-2025)	**Mandatory**
7.3	Tax Return of Last five financial years (2021-2025)	**Mandatory**
7.4	Submission of undertaking on legal valid and attested stamp paper of Rs.500 that the firm/company is not blacklisted /debarred by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. This document should be submitted with bid security.	**Mandatory**
7.5	The Bidders must submit proof of three years' experience in supplies of printing items to Govt. / Semi Govt. / Autonomous Organizations. The proof shall have verifiable contact information and satisfactory completion certificates/documents. Only similar experience will be counted.	**Mandatory**
7.6	Minimum turnover of Rs 60 million as a total in last 3 years.	**Mandatory**
7.7	Bidders shall make and provide their samples according to the samples of BISE Malakand. Each sample should be completed in all respect. For each item, 10 numbers of samples shall be provided. Incomplete samples will not be accepted.	**Mandatory**

8. Technical Evaluation Criteria for Tender No 01-2026

The Technical Evaluation Criteria is as follows:

The minimum qualification marks are 70. The firms/bidders securing less than 70 marks shall be considered as non-responsive and their financial bid shall be returned unopened.

8.1 EXPERIENCE & PAST PERFORMANCE (SIMILAR NATURE WORK)	Marks
a) **Supply of similar Items (Listed on Page 9-11)** to **Public Sector** with minimum worth of Rs.30 million (Collectively) per year in the last 05 year. (04 marks per year, maximum 20 Marks). b) **Supply of similar Items (Listed on Page 9-11)** to **Private Sector** with minimum worth of Rs.20 million (Collectively) per year in the last 05 years. (02 Marks per year, maximum 10 Marks) **Note:** Supply order and satisfactory/completion report to be attached.	30
8.2 EQUIPMENT & PRINTING CAPABILITIES	Marks
i. **In-house Equipment's:** Marks for ownership of specific printing Machinery: a. Minimum one four colors automatic printing machine with a minimum speed of 100,000 impressions per hour and with a capacity to print distinctly variable QR Code/Bar Code on each print /impression, installed at the address of firm/bidder given in the FBR. (20 marks). b. Minimum one Automatic folding machine (05 Marks). c. One mark per stitching machine Maximum (05Marks).	30

8.3 FINANCIAL CAPABILITIES/SOUNDNESS	Marks
a. Annual Turnover in the last three FY years in total: (To be calculated from Bank Statement) i. 100 million = 02 marks ii. 200 million = 04 marks iii. 300 million = 06 marks iv. 400 million = 08 marks v. 500 million & above= 10 marks (Maximum 10 Marks). **b. Working Capital**: Minimum 40 million = 02 Marks. 01 mark each for each 10 million in addition to above 40 million (Maximum 06 Marks) **c. Bank Credit line worth minimum 100 Million.** A certificate from the Bank. (04 marks)	20
8.4 HUMAN RESOURCES	Marks
Skilled Workforce: Permanent employees having relevant degree and experience in printing. **a.** Engineers (minimum 01, maximum 02): BS or equivalent Degree in Mechanical/Electrical/Computer Related. 1.25 marks for degree and 0.25 marks for experience (verifiable) per year per person…(Maximum 05 marks) **b.** Sub- Engineers (minimum 01, maximum 02): Diploma in Mechanical/Electrical/Computer Related. 1.25 marks for diploma and 0.25 marks for experience (verifiable) per year per person (Maximum 05 marks) **c.** Technicians skilled/qualified with 05-year work experience (verifiable). each such technician will earn 01 marks (Maximum 10 marks)	20

Note: The committee will make a surprise visit for inspection of machines, equipment and human resources etc. for verification on the address provided in FBR documents. No JVs will be accepted.

9. Financial Proposal Evaluation Marking Criteria:

The consulting firm that submits the **lowest financial proposal** will receive the **maximum financial score of 30 marks.**

10. Technical and Financial Proposal Evaluation Criteria:

The weightage for the Technical proposal is 7**0%** and financial proposal is 3**0%.** The total score of each firm is calculated on the basis of the following formula:

Total Score = (Technical Score × 0.70) + (Normalized Financial Score × 0.30)

Where:

Technical Score = (Total Marks obtained by the firm in technical evaluation)

Normalized Financial Score = (Lowest financial proposal ÷ Financial proposal of the firm) × 100

For example:

Firm	Technical Score	Financial Bid Rates	Normalized Financial Score	Total (Weighted) Score
A	75	22	22/22*100=100	(75*0.70) + (100*0.30) = **82.50**
B	80	26	22/26*100=84.62	(80*0.70) + (84.62*0.30) = **81.38**
C	78	30	22/30*100=73.33	(78*0.70) + (73.33*0.30) = **76.59**
D	70	29	22/29*100=75.86	(70*0.70) + (75.86*0.30) = **71.75**

In the given example, the winner bidder/firm is “Firm A” with highest total score of 82.50

Section -II

Instructions to Bidders

A. Introduction

1. Source of Funds

1.1 The Procuring entity has its own approved budget and will be paid to the eligible bidders under the contract for which these bidding documents are issued.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.

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

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding

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

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The bidding documents include:

Part-I

Section-I

a) Preface.
b) Invitation for Bids (IFB)
c) Bid Data Sheet.
d) Technical Specifications.
e) Supply Schedule.
f) Price Schedule.
g) Eligibility Criteria.

Section-II

h) Instruction to Bidders (ITB)

Section-III

i) General Conditions of Contract.(GCC)
j) Special Conditions of Contract. (SSC).

Part-II

k) Sample Bid Forms etc.

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

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

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the Unit prices/Total bid price (where applicable) of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's eligibility and qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

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

a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Agency's country;

b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

c) that, in the case of a Bidder not doing business within the Procuring Agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

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

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

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

a) a detailed description of the essential technical and performance characteristics of the goods;

b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and

c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid.

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

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

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (28) days beyond the validity of the bid; or

b) Irrevocable cashable on-demand Bank call-deposit.

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

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

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

15.7 The bid security may be forfeited:

a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
b) in the case of a successful Bidder, if the Bidder fails:
   i. to sign the contract in accordance with ITB Clause 32;
   or
   ii. to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 **As Per instructions given in invitation for Bids. (IFB)**

19. Deadline for Submission of Bids

19.1 As per schedule of Invitation for Bids (IFB)

19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

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

21. Modification And Withdrawal of Bids

21.1 The Bidder may modify or withdraw his/her bid after the bid's submission prior to the deadline prescribed for submission of bids.

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

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

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

22.1 The Procuring agency will open all bids in the presence of bidders or their representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The Procuring agency will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
26. Contacting the Procuring agency	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
	26.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
		F. Award of Contract
27. Post-qualification		
	27.1	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
	27.2	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
29. Procuring agency's Right to Vary Quantities at Time of Award	29.1	The Procuring Agency reserves the right to increase or decrease the quantity of goods and services without any change in unit price or other terms and conditions.
30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids	30.1	The Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Agency's action.
31. Notification of Award	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or other means of communication that its bid has been accepted.

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

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

32. Signing of Contract

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

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

33 Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

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

34. Corrupt or Fraudulent Practices

34.1 The Government of Khyber Pakhtunkhwa requires that Procuring Agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPPRA, in accordance with the KPPPRA Act, 2012 and Rules made thereunder:

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

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

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

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

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

35. Integrity Pact

35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 6 to Bid in the Bidding Document for all procurement contracts worth Rs. 10 million or more. Failure to such Integrity Pact shall make the bidder non-responsive.

Section III
General Conditions of Contract

1. Definitions

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

a. "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.

d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

e. "GCC" means the General Conditions of Contract contained in this section.

f. "SCC" means the Special Conditions of Contract.

g. "The Procuring agency" means the organization purchasing the Goods, works and Services as named in SCC.

h. "The Procuring Agency's country" is the country where the Procuring Agency business is established named in SCC.

i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

j. "The Project Site," where applicable, means the place or places named in SCC.

k. "Day" means calendar day.

2. Application

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

3. Country of Origin

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

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

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

4. Standards

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

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

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

5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Security

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

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

b. a cashier's or certified check.

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

8. Inspections and Tests

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

8.4 The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

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

9. Packing

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

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

10. Delivery and Documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

14. Spare Parts

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

a. such spare parts as the Procuring agency may select to purchase from the Supplier, provided that this selection 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:

   a. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;

   ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

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

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

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the

Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

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

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

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

16.4 The currency of payment is Pak. Rupees.

17. Prices

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

18. Change Orders

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

a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;

b. the method of shipment or packing;

c. the place of delivery; and/or
d. the Services to be provided by the Supplier.

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

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

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

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Supply Order (s)/Contract Agreement

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

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

a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or

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

c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

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

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

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

26. Termination for Insolvency

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

27. Termination For Convenience

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

a. to have any portion completed and delivered at the Contract terms and prices; and/or

b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

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

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Agency's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Special Conditions of Contract

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

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: BISE Malakand.

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: *[if applicable*]

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section 5 of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: *[Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.]*

[The following provision should 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 reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

5. Packing (GCC Clause 9)

Sample provision

6. Delivery and Documents (GCC Clause 10)

Sample provision (DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency 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 Procuring agency:

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 waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
ii. copies of the packing list identifying contents of each package;
iii. insurance certificate;
iv. Manufacturers or Supplier's warranty certificate;
v. inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
vi. certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are:

Sample provision

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)

Sample provision

GCC 15.2—In partial modification of the provisions, the warranty period shall be the period mentioned in the Contract Agreement. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

a. makes such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or
b. pays liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be mentioned in the Contract Agreement.

11. Payment (GCC Clause 16)

Sample provision

GCC 16.1—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 in the following manner:

i. No Secure Advance or Advance payment is allowed and shall not be asked for. Payment shall be made subject to successful completion of supply as mentioned in the schedule of supply.

ii. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.

12. Prices (GCC Clause 17)

Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. *[To be inserted only if price is subject to adjustment.]*

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:
[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Agency's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: **Secretary, BISE Malakand at Chakdara Dir Lower.**

—Supplier's address for notice purposes:

18. Other Mandatory Terms and Conditions

ii. In case of closed/forced holidays, tender opening time/date will be considered as the next working day.

iii. The bidders shall quote their prices inclusive of all duties / Taxes / Packing / Petrol / Transportation / Installation / Demonstration etc and all other expenses on delivery to consignee at Procurement Cell/Store, Board of intermediate & Secondary Education Malakand.

iv. No Secure Advance or Advance payment is allowed and shall not be asked for. Payment shall be made subject to successful completion of supply as mentioned in the schedule of supply.

v. A penalty of 0.5% per week of the total cost of order shall be imposed for delay/late supply on the part of the bidder with maximum 10% of the Contract Price as per SCC Clause 13 and GCC Clause 22 and 23.

vi. Up to 10% of the total contract value as per work order shall be submitted as Performance Security.

vii. The successful bidders shall have to sign a prescribed agreement on the Stamp Paper of at least Rs. 500/- duly attested from notary public.

viii. BISE MALAKAND may reject, in part or as a whole, any one or all the bids in accordance with Rule 47 of KPPPRA Rules, 2014.

ix. Safety of its employees from injury will be responsibility of the Contractor.

x. Stamp Duty and DPR @ as per prescribe rate (or as per Rules) shall be deducted from the vendors Invoice in addition to other applicable taxes.

PART TWO

1. Sample Bid Forms and Price Schedules

Date:________________
IFB No:________________

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

Gentlemen and/or Ladies:

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

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Supply Order (s).

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

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

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

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

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

(if none, state "none")

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

Dated this ________________ day of ________________ 20______.

__________________________ __________________________

signature] [in the capacity of]

1.1 Price Schedule in Pak. Rupees

Price schedule has been mentioned in PART - ONE (Section-I) at S.No 6 (See Table of Contents)
(Click this hyperlink) 6. Price Schedule

2. Bid Security Form

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring agency] (hereinafter called “the Procuring agency”) in the sum of Rs. ------------- for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of ____________ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:

    a. fails or refuses to execute the Contract Form, if required; or
    b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

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

____

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of __________ 20_____ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called "the Procuring agency") of the one part and *[name of Supplier] of [city and country of Supplier*] (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) The Bid Form and the Price Schedule submitted by the Bidder;
   (b) The Schedule of Supply.
   (c) The Technical Specifications;
   (d) The General Conditions of Contract;
   (e) The Special Conditions of Contract; and
   (f) The Procuring Agency's Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

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

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

Signed, sealed, delivered by ____________ the_____________(for the Procuring Agency)

Signed, sealed, delivered by ________________ the________________(for the Supplier)

4. Performance Security Form

To: *[name of Procuring agency]*

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

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

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

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

This guarantee is valid until the _____ day of __________20_____.

Signature and seal of the Guarantors

___

[name of bank or financial institution]

___

[Address]

___

[date]

5. Manufacturer's Authorization Form

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

To: *[name of the Procuring agency]*

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

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

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

___ ____ ___ ________________________
[signature for and on behalf of Manufacturer]

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

6. INTEGRITY PACT

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

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

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

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

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

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

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

Name of Buyer: …………………..……… Name of Seller/Supplier: …………………….………

Signature: ……………………[Seal] Signature: …………………………{Seal]