



## **TENDER DOCUMENT**

**For**

**Supply, Delivery, Installation, Testing and Commissioning of Digital Printing Press and Scanners**

---

**Last date for submission of bid: 22<sup>nd</sup> June, 2021 10:00 am**

---

**Educational Testing & Evaluation Agency (ETEA)**

Plot # 22, Street # 13, Sector E-8, Phase-VII (Near Hajj Complex), Hayatabad, Peshawar KPK

[www.etea.edu.pk](http://www.etea.edu.pk)

Phone: 091-9219049-78

# **TABLE OF CONTENTS**

## **NOTICE INVITING TENDERS**

- A. INSTRUCTIONS TO BIDDERS (ITB)**
- 1. SOURCE OF FUNDS**
  - 2. ELIGIBLE BIDDERS**
  - 3. ELIGIBLE GOODS AND SERVICES**
  - 4. COST OF BIDDING**
  - 5. CONTENTS OF BIDDING DOCUMENTS**
  - 6. CLARIFICATIONS OF BIDDING DOCUMENTS**
  - 7. AMENDMENTS OF BIDDING DOCUMENTS**
  - 8. LANGUAGE OF BID**
  - 9. DOCUMENTS COMPRISING THE BID**
  - 10. BID FORM**
  - 11. BID PRICES**
  - 12. BID CURRENCIES**
  - 13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**
  - 14. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS**
  - 15. BID SECURITY**
  - 16. PERIOD OF VALIDITY OF BIDS**
  - 17. FORMAT AND SIGNING OF BID**
  - 18. SEALING AND MARKING OF BIDS**
  - 19. DEADLINE FOR SUBMISSION OF BIDS**
  - 20. LATE BIDS**
  - 21. MODIFICATION AND WITHDRAWAL OF BID**
  - 22. OPENING OF BIDS BY PROCURING AGENCY**
  - 23. CLARIFICATION OF BIDS**
  
  - 24. PRELIMINARY EXAMINATION**
  - 25. EVALUATION AND COMPARISON OF BIDS**
  - 26. CONTACTING THE PROCURING AGENCY**
  - 27. POST QUALIFICATION**
  - 28. AWARD CRITERIA**
  - 29. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**
  - 30. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
  - 31. NOTIFICATION OF AWARD**
  - 32. SIGNING OF CONTRACT**
  - 33. PERFORMANCE SECURITY**
  - 34. CORRUPT OR FRAUDULENT PRACTICE**
  - 35. INTEGRITY PACT**
  - 36. BID DATA SHEET**
- B. GENERAL CONDITIONS OF THE CONTRACT (GCC)**
- 1. DEFINITIONS**
  - 2. APPLICATION**
  - 3. COUNTRY OF ORIGIN**
  - 4. STANDARDS**
  - 5. USE OF CONTRACTS DOCUMENTS AND CONTRACT INFORMATION; INSPECTION AND AUDIT BY THE GOVERNMENT**
  - 6. PATENT RIGHTS**
  - 7. PERFORMANCE SECURITY**
  - 8. INSPECTIONS AND TESTS**

9. PACKING
10. DELIVERY AND DOCUMENTS
11. INSURANCE
12. TRANSPORTATION
13. INCIDENTAL SERVICES
14. SPARE PARTS
15. WARRANTY
16. PAYMENT
17. PRICES
18. CHANGE ORDERS
19. CONTRACT AMENDMENTS
20. ASSIGNMENT
21. SUBCONTRACTS
22. DELAYS IN THE SUPPLIER'S PERFORMANCE
23. LIQUIDATED DAMAGES
24. TERMINATION FOR DEFAULT
25. FORCEMAJEURE
26. TERMINATION FOR INSOLVENCY
27. TERMINATION FOR CONVENIENCE
28. RESOLUTION OF DISPUTES
29. GOVERNING LANGUAGE
30. APPLICABLE LAWS
31. NOTICES
32. TAXES AND DUTIES
33. SCOPE OF WORK
34. CONTRACTOR'S RESPONSIBILITIES
35. MANAGEMENT/REPORTING

**C. SPECIAL CONDITIONS OF THE CONTRACT (SSC)**

1. INTRODUCTION
2. BIDDING PRCESS
3. BID SECURITY
4. TIME FOR DELIVERY OF GOODS
5. DELIVERY ADDRESS
6. WARRANTY
7. TERMS OF PAYMENT
8. BID SECURITY & PERFORMANCE SECURITY
9. INSPECTION AND TESTS
10. DELIVERY AND DOCUMENTS
11. INSURANCE
12. ADDITIONAL SPARE PARTS REQUIREMENTS
13. DELIVERY PERIOD
14. LIQUIDATED DAMAGES
15. APPLICABLE LAWS
16. AWARD OF CONTRACT
17. ASSIGNMENT
18. PERIOD OF VALIDITY OF BIDS
19. TERMINATION FOR DEFAULT
20. TRAINING OF ETEA STAFF
21. RESOLUTION OF DISPUTES
22. GOVERNING LANGUAGE
23. BID EVALUATION CRITERIA (FOR BOTH PACKAGE-I & PACKAGE-II)
  - 23.1. TECHNICAL EVAULATION CRITERIA FOR (PACKAGE-I) DIGITAL PRINTING PRESS

**23.2. TECHNICAL EVALUATION CRITERIA FOR (PACKAGE-II)  
SCANNERS**

**D. FORMS**

- 1. COMPLIANCE CERTIFICATE**
- 2. AFFIDAVIT/CERTIFICATE**
- 3. UNDERTAKING CERTIFICATE**
- 4. FINANCIAL PROPOSAL (PACKAGE-I Digital Printing Press)**
- 5. FINANCIAL PROPOSAL (PACKAGE-II Scanners)**
- 6. TENDER FORM**
- 7. INTEGRITY PACT**
- 8. SCHEDULE OF REQUIREMENTS (PACKAGE-I Digital Printing Press)**
- 9. SCHEDULE OF REQUIREMENTS (PACKAGE-II Scanners)**
- 10. BOQ /TECHNICAL SPECIFICATIONS OF (PACKAGE-I Digital Printing Press)**
- 11. BOQ /TECHNICAL SPECIFICATIONS OF (PACKAGE-II Scanners)**
- 12. CONTRACT FORM**
- 13. BID FORM AND PRICE SCHEDULES**
- 14. PERFORMANCE SECURITY FORM**
- 15. MANUFACTURER'S AUTHORIZATION FORM**
- 16. CHECK LIST BEFORE BID SUBMISSION**

**Educational Testing & Evaluation Agency (ETEA)  
Notice Inviting Tenders**

Date: 03.06.2021  
NIT No.09./2020-21

1. Educational Testing & Evaluation Agency (ETEA) invites sealed bids from Original Equipment Manufacturers (OEM), their authorized dealers or distributors for the “**Supply, Delivery, Installation, Testing and Commissioning of Digital Printing Press and Scanners**” as per following details under Single Stage Two Envelopes bidding procedure:

S#	Name of Item	Package	Detail
1.	Supply, delivery, installation, Testing and commissioning of Digital Printing Press.	Package-I	Bidders may apply for both packages or single package.
2.	Supply, delivery, installation, testing and commissioning of Scanner.	Package-II	

2. Bidder should be registered with Income Tax and Sales Tax Department and shall be reflected on the Active Taxpayer List (ATL) of FBR. Bidders shall also be registered with KPRA for sales tax on service.

3. A complete set of Bidding Documents comprising Terms and Conditions, Specification and Evaluation Criteria can be obtained from office of the undersigned on any working day from date of publication of this invitation in the newspaper till one day prior to closing date by submission of a fee (non-refundable) of Rs. 1,000 through CDR in favor of **Educational Testing & Evaluation Agency (ETEA)** along with a written request/application on the letter head of the bidder.

4. Bids both technical and financial shall reach to the office of the undersigned on or before the 22<sup>nd</sup> June, 2021 10:00 AM. Technical Bids shall be opened on the same date at the office of the Director (Admin/Finance) ETEA at 11:00 AM and 02:00 PM for Digital Printing Press and Scanners respectively in the presence of the bidders or their authorized representatives who may like to attend.

5. A pre-bid meeting will be held at the office of the Director (Admin/Finance) ETEA on **10:00 AM (PST), 14<sup>th</sup> June, 2021 (Monday)**.

6. Financial bids must be accompanied by a bid security of two (2%) of bid the amount in shape of CDR in favor **Educational Testing & Evaluation Agency (ETEA)** whereas technical proposal shall contain an affidavit to the effect without mentioning the amount of bid security. Bids without appropriate bid security shall be declared as non-responsive.

7. ETEA reserves the right to cancel the bidding process by assigning cogent reasons. Advertisement is available on the websites of KPPRA and ETEA as well.

**Deputy Director Procurement  
Educational Testing & Evaluation Agency (ETEA)  
Plot # 22, Street # 13, Sector E-8, Phase-VII (Near Hajj Complex), Hayatabad, Peshawar KPK  
www.etea.edu.pk  
Phone: 091-9219049-78**

## **A. INSTRUCTIONS TO BIDDERS (ITB)**

### **1. SOURCE OF FUNDS**

Educational Testing & Evaluation Agency (ETEA) will arrange needed funds to meet its cost etc. from its own resources.

### **2. ELIGIBLE BIDDERS**

- 2.1.1. This Invitation for Bids is open to all suppliers from eligible source as defined in the KPPRA Rules, 2014 and its Bidding Documents except as provided hereinafter.
- 2.1.2. 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.
- 2.1.3. 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.
- 2.1.4. 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.
- 2.1.5. Bidding process is open to all bidders who meet the following eligibility criteria: -
  - i. Have experience of minimum three years of supplying similar item in the last five years to leading government organizations or companies of repute. (Copies of supply orders etc. must be attached).
  - ii. Stands registered with income tax and sales tax departments of Pakistan (copies of below documents must be attached with the bid).
    - Registered with income tax and sales tax and be reflected on active tax payer list of FBR;
    - Registered with KPRA for sales tax on services.
  - iii. Duly signed and stamped Compliance Certificate as mentioned vide ANNEX-A of this document.
  - iv. Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any government/ semi government Department as per specimen at ANNEX-B.
  - v. An Affidavit on Rs. 100/- Stamp Paper duly attested by Notary Public, that the Firm will provide only Original/Genuine and brand-new products/Items and not the substandard, counterfeited or fake products/items (where applicable) as per specimen at ANNEX-C.
  - vi. Bidder must be OEM or their authorized distributor /dealer/agent of the equipment quoted. Copies of latest valid distributor certificate in this regard must be attached.
  - vii. Financial bids must be accompanied by a bid security of two (2%) of the bid amount in shape of CDR/DD in favor **Educational Testing & Evaluation Agency (ETEA)** whereas technical proposal shall contain an affidavit to the effect that two (2) % bid security has been placed in the financial bid without mentioning the amount of bid security.

### **3. ELIGIBLE GOODS AND SERVICES**

- 3.1. All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan 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, insurance, installation, after sale service/support and trainings etc.

- 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 Educational Testing & Evaluation Agency, 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.

#### **5. CONTENTS OF BIDDING DOCUMENTS**

- 5.1. The bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Form and Price Schedules
- h) Bid Security Form
- i) Contract Form
- j) Performance Security Form
- k) Manufacturer’s Authorization Form

- 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. CLARIFICATIONS OF BIDDING DOCUMENTS**

- 6.1. An interested Bidder requiring any clarification of the bidding documents may notify the ETEA in writing. ETEA 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) will be sent to all interested bidders or notified on ETEA’s website [www.etea.edu.pk](http://www.etea.edu.pk) that have received the bidding documents.

#### **7. AMENDMENTS 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 an 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 on ETEA website or via courier and will be binding on them.
- 7.3. Any addendum thus issued shall form eternal part of the Tender documents. 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.
- 7.4. Any corrigendum/amendment/change if needed in tender documents may be made available on ETEA’s website [www.etea.edu.pk](http://www.etea.edu.pk).

## **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.
- 8.2. Bid documents and related correspondence will always be in the English language.

## **9. DOCUMENTS COMPRISING THE BID**

- 9.1. A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12.
- 9.2. Documentary evidence established in accordance with ITB Clause 13, the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- 9.3. 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
- 9.4. Bid security furnished as 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, and their country of origin, quantity, and prices.

## **11. BID PRICES**

- 11.1. The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price 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 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 nonresponsive 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.
- 11.5. The benefit of exemption from or reduction in the taxes and duties shall be passed on to ETEA.
- 11.6. 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.
- 11.7. The bidder should quote prices of goods according to the technical specifications as provided in BOQ of this bidding document. The technical specifications of goods, different from the required specifications at ANNEX-I & ANNEX-J, shall straightway be rejected.



**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. 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 and other conditions of the bidding documents.

**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 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.
- 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 (30) days beyond the validity of the bid; or
  - b. An irrevocable encashable on-demand Bank call-deposit or CDR.
  - c. Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive.

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

## 18. **SEALING AND MARKING OF BIDS**

- 18.1. The bid shall be sent by Registered mail/Courier service which should reach, the Educational Testing & Evaluation Agency (ETEA), Plot # 22, Street # 13, Sector E-8, Phase-VII ( Near Hajj Complex), Hayatabad, Peshawar KPK, Phone: 091-9219049
- 18.2. Bid shall comprise a single sealed envelope containing inside two separate envelopes each marked as financial bid and technical bid.

- 18.3. Each financial and technical bid should contain the procuring agency's and bidders details on the envelope.
- 18.4. The outer cover should be super scripted with "**CONFIDENTIAL BID FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF DIGITAL PRINTING PRESS AND SCANNERS**"; **DO NOT OPEN BEFORE 22<sup>nd</sup> JUNE, 2021**".
- 18.5. The "FROM" and "TO" address shall also be written on the envelope. The bids shall be addressed to:

**Deputy Director (Procurement)**

Educational Testing & Evaluation Agency (ETEA),  
Plot # 22, Street # 13, Sector E-8, Phase-VII (Near Hajj Complex),  
Hayatabad, Peshawar KPK.  
Phone: 091-9219049-78  
Cell: 0092-333-2138502

**19. DEADLINE FOR SUBMISSION OF BIDS**

- 19.1. Bids must be received by the Procuring agency at the address specified under ITB Clause 18 no later than the time and date specified in the Bid Data Sheet.
- 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 pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. MODIFICATION AND WITHDRAWAL OF BID**

- 21.1. Any bidder may modify or withdraw his bid after bid submission provided that a written notice of the modification or withdrawal is received by the concerned officer prior to the deadline for submission of bids.
- 21.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 21.3. No bid may be modified after the deadline for submission of bids.
- 21.4. 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 IBT Clauses 15.

**22. OPENING OF BIDS BY PROCURING AGENCY**

- 22.1. The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

- 22.3. The relevant committee will resolve any issue raised by the bidders on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 22.4. Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

### **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. If there is a mistake in addition/ totaling, that shall be corrected.
- 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 IBT 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.
- 25.2. The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and taxes etc. till ETEA office Hayatabad Peshawar and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3. The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
  - a. incidental costs
  - b. delivery schedule offered in the bid;

- c. deviations in payment schedule from that specified in the Special Conditions of Contract;
- d. the cost of components, mandatory spare parts, and service;
- e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
- f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
- g. other specific criteria indicated in the Bid Data Sheet.

**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.

**27. POST QUALIFICATION**

- 27.1. In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2. 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.
- 27.3. 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.
- 28.2. 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.

**29. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

- 29.1. The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**30. PROCURING AGENCY’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 30.1. As per KPPRA Rules; 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, to be confirmed in writing by registered letter, 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 Twenty (20) 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 PRACTICE**

- 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 KPPRA, in accordance with the KPPRA Act, 2009 and Rules made thereunder:
- d. 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;
  - e. 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;

- f. 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 provisions 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 as per ANNEX-G.
- 35.2. The Bidder shall sign and stamp the Integrity Pact provided at ANNEX-G to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

### 36. **BID DATA SHEET**

1	Bid Inviting Entity and Address	Educational Testing & Evaluation Agency (ETEA), Plot # 22, Street # 13, Sector E-8, Phase-VII ( Near Hajj Complex), Hayatabad, Peshawar KPK. Phone: 091-9219049-78
2	a. Name of the Work  b. Place of Execution	<b>Package-I</b> Supply, installation, testing and commissioning of Digital Printing Press. <b>Package-II</b> Supply, installation, testing and commissioning of Scanners. Note: the bidders are at their liberty to apply for both packages or single package. The bid (Technical + Financial) shall be submitted for each package separately.  Peshawar.
3	Due Date, Time & Place for Collection of Tender Documents	1. Tender Documents should be collected on or 21 <sup>st</sup> June, 2021 01:00 pm from the office of Deputy Director Procurement, Educational Testing & Evaluation Agency (ETEA), Plot # 22, Street # 13, Sector E-8, Phase-VII (Near Hajj Complex), Hayatabad, Peshawar KPK. Phone: 091-9219049-78 2. Tender Documents will not be issued on the day of opening of bids.
4	Due Date, Time & Place for Submission of bids	Sealed bids should be submitted on or before 22 <sup>nd</sup> June, 2021 10:00 am to Deputy Director Procurement, Educational Testing & Evaluation Agency (ETEA), Plot # 22, Street # 13, Sector E-8, Phase-VII (Near Hajj Complex), Hayatabad, Peshawar KPK. Phone: 091-9219049-78
5	Due Date, Time & Place for opening of bids	<b>Package-I</b> Technical bids will be opened in the presence of bidders or their authorized representatives on <b>22<sup>nd</sup> June, 2021 11:00 am</b> at the office of Director (Admin/Finance), Educational Testing & Evaluation Agency (ETEA). <b>Package-II</b> Technical bids will be opened in the presence of bidders or their authorized representatives on <b>22<sup>nd</sup> June, 2021 02:00 PM</b> at the office of the Director (Admin/Finance), Educational Testing & Evaluation Agency (ETEA). Phone: 091-9219049-78
6	Validity of Bid	Bid should be valid for at least 90 days from the date of opening of the bid.
7	Contact Person	Ahsanullah, Deputy Director Procurement Educational Testing & Evaluation Agency (ETEA) (Cell # 0333-2138502)
8	Language of bids	Bid documents and related correspondence will always be in the English language.
9	Quoted Price	Shall be fixed
10	Warranty	Minimum one year with free labor, service and parts.
11	Delivery Period	90 days from the date of signing of the contract.
12	Bid Security	2% of the total cost.
13	Performance Guarantee	10% of the total cost.
14	Late Delivery Charges	2% of the total cost per month of delay up to maximum of 10% of the total cost.



## **B. GENERAL CONDITIONS OF THE 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 that is Educational Testing & Evaluation Agency (ETEA).
- h. “The Procuring agency’s country” is Pakistan.
- 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.
- l. “ETEA” means Educational Testing & Evaluation Agency.

### **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.
- 3.4. The bidder shall clearly mention the country of origin of the offered items/parts. All the relevant technical literature in English language should be attached with the bid.

#### **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 CONTRACTS DOCUMENTS AND CONTRACT 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 as 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 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 the 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.
- 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 Clauses 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 Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in these documents.
- 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 seller's responsibility.

## **12. TRANSPORTATION**

12.1. The Supplier is required under the Contract 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 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:
  - i. 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC or Bid Data Sheet.
- 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, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3. Payments shall be made promptly by the Procuring agency preferably within 60 days.
- 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 Schedule of Requirements.

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.
- 24.3. If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of Procuring Agency notice, The Procuring Agency may cancel the order and performance security/earnest money will be confiscated.

## **25. FORCEMAJEURE**

- 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. 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 LAWS**

- 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 or by cable, telex, or facsimile and confirmed in writing to the other party's address specified.
- 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.

**33. SCOPE OF WORK**

- 33.1. Timely supply of items as per details/specifications mentioned in this Tender Document.

**34. CONTRACTOR'S RESPONSIBILITIES**

- 34.1. The contractor shall supply the items properly and provide items in accordance with the contract/tender documents/supply order.

**35. MANAGEMENT/REPORTING:**

- 35.1. The firm will report to Deputy Director Procurement ETEA.

## C. SPECIAL CONDITIONS OF THE CONTRACT (SSC)

### 1. INTRODUCTION

It would be deemed that by submitting a **bid**, the bidder has:

- 1.1. Made a complete and careful examination of the Tender Document and agrees to all conditions and implications that arise from it.
- 1.2. Sought, obtained and perused all relevant information for the submission of the bid.
- 1.3. Any error or incomplete submission arising out of an interpretation of the Tender Document, its annexures or any information passed on to the bidder by the ETEA or any of its officials, ETEA shall not be liable and no request for redressal of grievance or reconsideration can be accommodated.
- 1.4. Conditional/alternative bid will not be accepted.
- 1.5. The Educational Testing & Evaluation Agency (ETEA) request tenders/bids in sealed envelopes as per information required in this document. The bidders should submit financial proposal & technical proposals in two separate envelopes for two packages individually.
- 1.6. The firms shall arrange physical demonstration of the items at their own costs at the place specified by the evaluation committee of ETEA.
- 1.7. It shall be clearly understood that the terms & conditions are intended to be strictly enforced. No escalation of cost shall be permitted throughout the period of contract.
- 1.8. Every page of the tender document should be signed and stamped by the bidder.
- 1.9. The bid should contain the detailed technical specifications of the Item quoted.
- 1.10. Taxes will be deducted as per Government rules.
- 1.11. All Prices quoted in the proposal shall remain valid for a period of 90 days from the opening of the tender. However, it is encouraged to state a longer period of validity for the quotes.
- 1.12. Supply / installation will have to be made within the time period stipulated in purchase order. In case of default, these will be purchased from the market at the risk and cost of the supplier.
- 1.13. The transportation, handling, installation, commissioning and labour charges are to be borne by the bidder.
- 1.14. The BOQ contains estimated quantities which can be varied to meet any emerging need keeping in view the provisions of KPPRA Rules.
- 1.15. All rates must be quoted including GST etc. The bidders shall quote prices in figures and words. In case of discrepancy the amount in words will govern. Rates must include all taxes applicable.
- 1.16. The bidders shall quote their prices on **FOR basis** (ETEA Plot # 22, Street # 13, Sector E-8, Phase-VII (Near Hajj Complex), Hayatabad, Peshawar KPK).
- 1.17. The Item supplied by the supplier shall be brand new, in original manufacturer packing and complete in all respects. ETEA mayl verify the authenticity / warranty of the equipment from the principal distributor.
- 1.18. Any bid not received as per the terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:
  - 1.18.1. received without bid money,
  - 1.18.2. received after the date and time fixed for its receipt,
  - 1.18.3. tender document and the bid are unsigned,
  - 1.18.4. offer is ambiguous,
  - 1.18.5. offer is conditional i.e. advance payment, or currency fluctuations etc.,
  - 1.18.6. offer is received by a telegram,
  - 1.18.7. offer is received with shorter price validity and longer delivery period than asked in this document,

- 1.18.8. offer is for items not conforming to the specifications indicated in the tender inquiry and not conforming to the technical specification at ANNEX-I & ANNEX-J.
- 1.19. Pre-bid meeting will be held in the office of Director (Finance/Admin) on 14<sup>th</sup> June, 2021 10:00 am at the office of the Director (Finance/Admin) ETEA office Plot # 22, Street # 13, Sector E-8, Phase-VII (Near Hajj Complex), Hayatabad, Peshawar KPK.

## **2. BIDDING PROCESS**

- 2.1. A single stage two envelope bidding process shall be followed. Bidders should examine all instructions, terms and conditions as given in the tender document. Failure to furnish information required in the tender document or submission of bids not substantially responsive or viable in every respect will be at the Bidder's risk and may result in rejection of the bids. Bidders should strictly submit the Bid as specified in the tender document; failing which the bids will be held as non-responsive and will be rejected.
- 2.2. The bidder shall apply for each package separately. Bid for each package shall comprise of a single outer envelope containing two separate sealed envelopes inside. Each inner envelopes shall be marked as Financial Bid and the Technical Bid;
- 2.3. Initially, only the envelope marked as "TECHNICAL BID" will be opened at the Conference Room of Educational Testing & Evaluation Agency (ETEA) Plot # 22, Street # 13, Sector E-8, Phase-VII (Near Hajj Complex), Hayatabad, Peshawar KPK on the date/time fixed in the Invitation for Bids in the presence of the bidders or their authorized representatives, who may choose to be present.
- 2.4. The envelope marked as "FINANCIAL BID" shall be retained in the custody of ETEA without being opened;
- 2.5. The ETEA shall first establish the "Eligibility" and then evaluate the technical Bids on item basis conforming the compliance of offered item's technical specifications with the demanded ones at ANNEX-I & ANNEX-J and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
- 2.6. During the technical evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 2.7. The "FINANCIAL BIDS" of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period;
- 2.8. The Financial Bid of ineligible and/or technically nonresponsive bidders shall be returned un-opened to the respective bidders subsequent to the announcement of "Bid Evaluation Report (BER)"; and
- 2.9. The bid found to be the highest ranking fair bid & responsive shall be accepted.

## **3. BID SECURITY**

- 3.1. The Bidder shall furnish 2% bid security as referred above. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid.

## **4. TIME FOR DELIVERY OF GOODS**

- 4.1. The supplier shall deliver the required items at ETEA office as per demand within 90 days' time from the date of signing of the contract, and submit bill along with all relevant documents after supply of all items prescribed with supply order/tender document.

## **5. DELIVERY ADDRESS**

- 5.1. Price is inclusive of applicable taxes, transportation, delivery charges, insurances & warranties, if any, etc and will be the responsibility of supplier/contractor. Delivery of

items are required at Educational Testing & Evaluation Agency (ETEA), Plot # 22, Street # 13, Sector E-8, Phase-VII ( Near Hajj Complex), Hayatabad, Peshawar KPK.

## 6. **WARRANTY**

- 6.1. In case any equipment/services is found faulty during the warranty period, the firm will repair/replace the faulty component/material. ETEA shall notify the firm in writing/through telephone immediately of any defects that occur during the warranty period. On receipt of such notification/telephonic message, the firm shall attend the breakdown call within a maximum of 6 working hours and shall provide backup equipment if more than two days are required by the firm to rectify and resolve the problem. In case of failure to replace faulty components, the amount of performance security/retention money shall be forfeited.
- 6.2. The bidder shall provide comprehensive warranty for minimum of **1 year** with free labor, service and parts.

## 7. **TERMS OF PAYMENT**

Payment of contract price shall be made in the following manners.

- 7.1. Relevant payment of supply order shall be payable to the contractor upon successful delivery of items, installation, inspection, and successful test run of machine at ETEA and training of ETEA staff.
- 7.2. All the payments shall be made through crossed cheque in the Pak Rupees.
- 7.3. All the taxes will be deducted as per government rules at the time of payment.

## 8. **BID SECURITY & PERFORMANCE SECURITY**

- 8.1. The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 8.2. 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.
- 8.3. The bid security shall be in Pak. Rupees.
- 8.4. The bidder shall furnish a bid security/earnest money amounting to 2% of the bid price in the form of a Call Deposit (CDR) in favor of Educational Testing & Evaluation Agency (ETEA).
- 8.5. Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the ETEA as nonresponsive.
- 8.6. The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid whichever is earlier. The bid securities of bidders, who seem to short fall can be returned earlier if supported by a formal request of intends requirement.
- 8.7. The bid security of the successful bidder will be returned when the bidder submit the required Performance Security (If applicable) or supply the required items and or will be adjusted with performance guarantee.
- 8.8. 10% (of total amount) performance security will be submitted by the bidder to ETEA (Educational Testing & Evaluation Agency).
- 8.9. 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, through CDR or in another form acceptable to the Procuring agency.
- 8.10. The bidder will submit a sworn statement on judicial stamp paper to the effect that earnest money/bid security @ 2% of total cost is enclosed with the financial proposal.
- 8.11. The supplier will be required to submit CDR equal to 2% amount of the invoice or 2% amount shall be retained from the invoice of the successful bidder as security. The

security/ CDR thus retained will be refunded / released after the completion of 1 year from the date of supply.

- 8.12. The procurement committee/team of ETEA will inspect and check the item(s) supplied at the time of the delivery and after the installation. On receipt of satisfactory report by the technical & inspection committee/team, the payment will be made.
- 8.13. The procurement including rejection or acceptance of bids will be governed under KPPRA Rules.
- 8.14. Only the bids determined substantially responsive in accordance with the terms & conditions stated in this tender document shall be considered for evaluation.
- 8.15. In case the bidder/contractor/supplier fails to fulfill the purchase order, ETEA shall have the right to rescind the contract and arrange supply through other means at the risk & cost of original contractor/supplier/bidder.
- 8.16. The bid security / earnest money/ performance security may be forfeited:
  - 8.16.1. If a bidder withdraws his bid during the period of bid validity.
  - 8.16.2. If the bidder does not accept the correction of his bid price.
  - 8.16.3. In the case of a successful bidder, if he fails to furnish the required performance security (If applicable) or supply the requisite items.
  - 8.16.4. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates/affidavits etc
- 8.17. Failure of the successful Bidder to comply with the requirement of procuring agency 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.

## 9. INSPECTION AND TESTS

- 9.1. The final inspection and tests are to be performed at ETEA office Hayatabad after successful installation by the supplier. The installation shall be free of cost at ETEA office.

## 10. DELIVERY AND DOCUMENTS

- 10.1. 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;
  - 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 agency, and the Supplier's factory inspection report; and
  - vii. Certificate of origin.
  - viii. Copy of the delivery challan.

## 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

seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

**12. ADDITIONAL SPARE PARTS REQUIREMENTS**

- 12.1. 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.
- 12.2. Parts other than consumables shall be provided free of cost during the warranty period.

**13. DELIVERY PERIOD**

- 13.1. Supplier shall make the delivery of items within 90 days after signing of the contract.

**14. LIQUIDATED DAMAGES**

- 14.1. Any delay or provision of failure to fulfillment of complete purchase order/contract offered may result in total of 10% deduction of purchase order based on the following:
  - i. Deduction will be made at the rate of 2% per month delay to a maximum of 10% of the total purchase order/contract value.
  - ii. Once the maximum is reached, the Procuring agency may consider termination of the Contract.

**15. APPLICABLE LAWS**

- 15.1. The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:
  - i. The KPPRA Act 2012
  - ii. The KPPRA Rules 2014
  - iii. The Contract Laws
  - iv. The factories act 1934
  - v. General Financial Rules of the Government of Khyber Pakhtunkhwa and all the relevant laws, rules, regulations pertaining to budgeting and financial management of public funds.

**16. AWARD OF CONTRACT**

- 16.1. Contracts shall be confirmed through a written agreement signed by the successful bidder and the ETEA.
- 16.2. In case of a successful bidder, who repudiates the contract or fails to furnish performance guarantee and as the case may be shall proceed for debarment/blacklisting and the purchase order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
- 16.3. The firm will be responsible for custom clearance etc, The ETEA may provide undertaking.

**17. ASSIGNMENT**

- 17.1. The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this contract except with the Procuring Entity's prior written consent.

**18. PERIOD OF VALIDITY OF BIDS**

- 18.1. The bid shall remain valid for 90 days after the date of opening of technical bid as prescribed by ETEA. A bid having validity for a shorter period shall be rejected by ETEA as non-responsive.
- 18.2. The ETEA shall be under an obligation to process and evaluate the bid within stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted

their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

18.3. The bidders who;

18.3.1. Agree to the ETEA request for extension of bid validity period shall not be permitted to change the substance of their bids;

18.3.2. Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

## 19. TERMINATION FOR DEFAULT

19.1. In pursuant to GCC Clause 24, if the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of Procuring Agency notice, The Procuring Agency may cancel the order and performance security/earnest money will be confiscated.

## 20. TRAINING OF ETEA STAFF

20.1. The supplier will have to provide training to ETEA staff for operation of the machine.

## 21. RESOLUTION OF DISPUTES

21.1. 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.

21.2. 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.

## 22. GOVERNING LANGUAGE

22.1. The language used for correspondence etc. between procuring agency and supplier shall be in English language.

## 23. BID EVALUATION CRITERIA (FOR BOTH PACKAGE-I & PACKAGE-II)

23.1. After the submission of bids the evaluation committee will evaluate the whole proceeding on Highest Ranking Fair Bid. Evaluation is based on the Technical Proposal and Financial Proposal. The technical evaluation contains mandatory requirements at Sr. no. 1 each for PACKAGE-I (Digital Printing Press) & PACKAGE-II (Scanners) while marks distribution for the rest of the Sr. no. out of 100. The supplier/contractor securing less than 70% marks in technical bid will be disqualified and will not be included in the opening of Financial Bid. Technical weightage shall be 70% while financial weightage will be 30%.

Total Marks 100      Qualifying Marks 70 (70%)

### 23.2. TECHNICAL EVALUATION CRITERIA FOR (PACKAGE-I) DIGITAL PRINTING PRESS

Sno.	Description	Maxim Marks	Marks Obtained
<b>1</b>	<b>MANDATORY CONDITIONS</b>		
i.	Application letter of intent for participation in tendering process.	Mandatory	
ii.	NTN Registration Certificate	Mandatory	
iii.	On active list of Income Tax with FBR (printed screen shot proof)	Mandatory	
iv.	Authorized manufacturer/distributor or dealer of the product quoted.	Mandatory	
v.	Office details at Khyber Pakhtunkhwa or any other province with phone numbers/addresses.	Mandatory	

vi.	Field experience of minimum 3 years for quoted brand in Pakistan within last five years preferably in Govt. Organization supported by documentary evidence.	Mandatory	
vii.	Comprehensive warranty for minimum 1 year with free labor, service and parts.	Mandatory	
viii.	Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any government / semi government Department as per specimen at ANNEX-B.	Mandatory	
ix.	An Affidavit on Rs. 100/- Stamp Paper duly attested by Notary Public, that the Firm will provide only Original/Genuine and brand new products/items and not the substandard, counterfeited or fake products/items (where applicable) as per specimen at ANNEX-C.	Mandatory	
x.	After sales service availability	Mandatory	
xi.	Compliance/responsiveness to technical specifications required as per the ANNEX-H.	Mandatory	
xii.	Company's Profile (including the client list, past projects completed, support staff availability etc)	Mandatory	
xiii.	Details of all consumables and spare part items with price and their tentative life.	Mandatory	
xiv.	Undertaking to the effect that smooth supply of spare parts and consumables for next minimum five years shall be ensured with effect from the date of supply of item.	Mandatory	
xv.	A certificate to the effect that quoted item is latest model with all the latest updates incorporated.	Mandatory	
2	<b>Company Profile:</b>	Max Marks	Marks Obtained
i.	<b>Type of Company</b> Pvt. Limited = 5 marks Partnership = 4 marks Proprietary = 3 marks	5	
ii.	<b>No. of Branches in Pakistan</b> * each branch = 2.5 marks. Minimum 1 branch must be in KPK else the supplier will get zero marks in total.	10	
iii.	<b>Age of Company</b> (Min. three years) * (1 mark per year after 3 years will be awarded)	5	
iv.	<b>Experience</b> in supply of 95PPM or higher capacity digital printing press/Production Printers. 2.5 marks per purchase order successfully completed.	10	
3	<b>A list of clients to whom the bidder has done or being doing business for supply of similar item during the last 3 years along with their names, address, phone numbers. List is to be bifurcating in the following manner. After 6 Million the cycle will repeat until the total is reached. Satisfactory performance certificate from the client shall be attached.</b> <b>Slabs: less than 1 million (0 marks)</b> <b>1 million to 3 million (1.5 marks)</b> <b>3 million to 6 million (2.5 marks)</b> <b>&gt; 6 million (5 marks)</b>	15	



4	<b>Printer Economy (unit cost in Pak Rs. per page):</b> <b>Maximum 30 score will be awarded to printer model offered with best printer economy whereas all rest models offered by respective bidders will get relative score as per following formula:</b> <b>Economy Score = (Eco. Score i.e. 30 x Best Printer Economy)/</b> <b>Printer Eco. of offered model of bidder. The economy must be reflected and verifiable through manufacturer's catalogue/brochure.</b>	30	
5	<b>Additional Marks will be given for additional features:</b>	Max Marks	
i.	<b>Print Speed of Digital Printing Press</b> <b>Slabs: Greater than 130PPM (2.5 marks)</b> <b>Greater than 135PPM (5 marks)</b>	5	
ii.	<b>Paper feeding capacity if greater than 9000 sheets 2.5 marks will be awarded</b>	2.5	
iii.	<b>Paper Stacking capacity if greater than 4000 sheets 2.5 marks</b>	2.5	
6	<b>Warranty with free labor, service &amp; parts:</b> <b>Slabs: Less than or equal to 1 years (0 marks)</b> <b>2 years (5 marks)</b> <b>3 years (10 marks)</b>	10	
7	<b>Number of Technical Staff with their details (Names, NIC #, Designation).</b> <b>Slabs: Less than or equal to 5 Personnel (0 marks)</b> <b>Greater than 5 personnel (2.5 marks)</b> <b>Greater than 10 personnel (5 marks)</b>	5	
<b>Total Marks</b>		<b>100</b>	

### 23.3. TECHNICAL EVALUATION CRITERIA FOR (PACKAGE-II) SCANNERS

Sno.	Description	Maxim Marks	Marks Obtained
<b>1</b>	<b>MANDATORY CONDITIONS</b>		
i.	Application letter of intent for participation in tendering process.	Mandatory	
ii.	NTN Registration Certificate	Mandatory	
iii.	On active list of Income Tax with FBR (printed screen shot proof)	Mandatory	
iv.	Authorized manufacturer/distributor or dealer of the product quoted.	Mandatory	
v	Office details at Peshawar or any other province with phone numbers/addresses.	Mandatory	
vi.	Experience of minimum 3 years for quoted brand in Pakistan preferably in Govt. organization supported by documented evidence.	Mandatory	
vii.	Comprehensive warranty for minimum 1 year.	Mandatory	
viii.	Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any government / semi government Department as per specimen at ANNEX-B.	Mandatory	

ix.	An Affidavit on Rs. 100/- Stamp Paper duly attested by Notary Public, that the Firm will provide only Original/Genuine and brand new products/Items and not the substandard, counterfeited or fake products/items (where applicable) as per specimen at ANNEX-C.	Mandatory	
x.	After sales service availability	Mandatory	
xi.	Compliance/responsiveness to technical specifications required as per the ANNEX-H.	Mandatory	
xii.	Company's Profile (including the client list, past projects completed, support staff availability etc)	Mandatory	
xiii.	Details of all consumable and spare part items with price and their tentative life.	Mandatory	
xiv.	Undertaking to the effect that smooth supply of spare parts and consumables for next minimum five years shall be ensured with effect from the date of supply of items.	Mandatory	
xiv.	A certificate to the effect that the quoted scanner is of latest available model with all the latest updates incorporated.	Mandatory	
<b>2</b>	<b>Company Profile:</b>	Max Marks	
i.	<b>Type of Company</b> Pvt. Limited = 10 marks Partnership = 7 marks Proprietary = 5 marks	10	
ii.	<b>No. of Branches in Pakistan</b> * each branch = 2.5 marks. Minimum 1 branch should be in Peshawar else the supplier will get zero marks in total.	10	Affidavit on the firm pad exhibiting the address & contact numbers.
iii.	<b>Age of Company</b> (Min. 3 years) * (1 mark per year after three years will be given)	10	
iv.	<b>Past Performance</b> As per number of supply orders in same category. Three marks for each supply order (total five supply orders)	15	Satisfaction certificate from the Client for each assignment should be attached.
3	<b>A list of clients</b> to whom the bidder has done or being doing business for supply of similar item during the last 5 years along with their names, address, phone numbers. List is to be bifurcating in the following manner. The value should be for the supply of single scanner. Each scanner will get marks until the total limit is reached. <b>Slabs:</b> 200k to 300K (1 mark) 300k to 400k (2 Marks) 400k to 600k (4 Marks) > 800K (5 Marks)	20	

4	<b>Warranty</b> Local warranty 12 months from the date of installation	10	Warranty shall be from the Authorized agent of the manufacturer
	<b>Warranty</b> Local warranty more than 12 months, additional 6-12 months	5	
5	Number of Technical Staff with their details (Names, NIC #, Designation). Slabs: Less than or equal to 3 Personnel (0 marks) Greater than 3 personnel (5 marks) Greater than 10 personnel (10 marks)	10	
6	<b>Additional Marks will be given for additional features of scanner:</b>	Max Marks	
i.	Daily Volume more than 20,000 pages per day	2	
ii.	More than 85PPM scanning portrait/landscape A4	2	
iii.	More than 600dpi	2	
iv.	Feeding capacity more than 300 sheets of 80g/m2 paper	2	
v.	Connectivity/interface greater than USB3.1 Gen	2	
<b>Total Marks</b>		<b>100</b>	

# FORMS

**1. COMPLIANCE CERTIFICATE**

(On bidder letter head)

## a. TERMS AND CONDITIONS

The bid must accompany:

- i. Copies of income tax (NTN Registration), sales tax certificate and professional tax certificate (If applicable), any tax exemptions certificate if applicable.
  - ii. Have relevant experience of minimum three years of supply with leading government organizations or companies of repute. (Copies of supply orders etc. must be attached).
  - iii. Company's Profile (including the client list, past projects completed, support staff availability etc.)
  - iv. Office details at Peshawar with Phone Numbers/Addresses or any provincial headquarters with Phone Numbers/Addresses.
  - v. Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any government / semi government Department as per Specimen at ANNEX-B.
  - vi. An affidavit on Rs. 100/- value stamp paper duly attested by Notary Public, that the firm will provide only original/genuine and brand new products/items and not the substandard, counterfeited or fake products/items (where applicable) as per Specimen at ANNEX-C.
  - vii. Bidder must be authorized sole distributor /manufacturer of the equipment quoted. Copies of latest valid distributor certificate in this regard must be attached.
  - viii. Field experience of minimum 3 years on similar capacity digital printing press for quoted brand in Pakistan in last five years supported by documentary evidence.
  - ix. The earnest money/bid security as per tender requirement.
- b. The firms will be bound to make supply the items as per specification at ANNEX-I & ANNEX-J of ETEA.
  - c. Integrity pact form signed by the bidder.
  - d. Firms who supply re-conditioned/sub-standard/used items and having poor performance may not submit their bids. Mode of the payment should be on credit and taxes will be deducted as per Government prevailing laws of that time. The firm should clearly show whether GST is included or excluded in the offered rates.
  - e. Terms and conditions must be signed and attached with the Tender document if agreed upon.
  - f. The firm will be bound to supply the items within specified time of 90 days from the date of signing of the contract.
  - g. The ETEA reserves the right to accept or reject any or all bids as per KPPRA rules.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

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

Company : \_\_\_\_\_

Company Seal: \_\_\_\_\_

Dated: : \_\_\_\_\_

**2. AFFADAVIT/CERTIFICATE**

(To be filled and signed by the bidder on Stamped Paper of Rs. 100/- and attested by notary public)

We undertake that our Firm M/S \_\_\_\_\_ is not black listed by any Government Department/Agency/Private Organization etc. in any part of Khyber Pakhtunkhwa/Pakistan.

We hereby confirm to have read carefully complete descriptions of the items and all terms & conditions of these bidding documents. We agree to abide by all these terms, conditions, stipulations, obligations and instructions in the bidding/tender document.

We solemnly affirm and declare that contents of this undertaking are true to the best of my information, knowledge and belief.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

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

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

Company : \_\_\_\_\_

Company Seal: \_\_\_\_\_

Dated: : \_\_\_\_\_

**3. UNDERTAKING CERTIFICATE**

(To be filled and signed by the bidder on Stamped Paper of Rs. 100/- and attested by notary public)

We undertake that our Firm M/S \_\_\_\_\_ will provide only original/genuine and brand new products and not substandard, poor quality, fake/counterfeited products/items (wherever applicable).

If provided items / information found false, or the firm found Black Listed by any organization in Pakistan, or any criminal proceedings found in any court of law, the contract of the firm will be immediately TERMINATED without assigning any reason and making any refund/payment. Further the performance security given by the firm will also be confiscated and the firm may be BLACK LISTED.

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address: : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Company : \_\_\_\_\_  
Company Seal: \_\_\_\_\_  
Dated: : \_\_\_\_\_

**4. FINANCIAL PROPOSAL**  
**(PACKAGE-I Digital Printing Press)**

(To be filled and signed by the bidder on bidder's letter head)

Sno.	Name of the item and details with country of origin	Model Number	Quantity Required Unit (No)	Quoted Items Brand Name	Rate PKR per Unit (Including GST & all taxes)	Total PKR (Including GST & all Taxes)
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
						Column 6x Column 4
1	Digital Printing Press		2 No			
2	Toner		2 No			
3	Staple pins		For three pages set stapling (600,000 staples)			
4	Allied Services (Supply, delivery, installation, Testing, commissioning, and Training etc.)					
Total Bid Price with all applicable taxes in PKR						

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

The supplier will have to provide all the items consumables/spare parts at the same rate from the date of commissioning (Extendable) by each one year on the same terms and conditions agreed upon mutual consent. In case of change in price the bidder shall have to submit in writing well before 3 months of the revision in price.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

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

Company : \_\_\_\_\_

Company Seal: \_\_\_\_\_

Dated: : \_\_\_\_\_

**5. FINANCIAL PROPOSAL**  
**(PACKAGE-II SCANNERS)**

(To be filled and signed by the bidder on bidder's letter head)

Sno.	Name of the item and details with country of origin	Model Number	Quantity Required Unit (No)	Quoted Items Brand Name	Rate PKR per Unit (Including GST & all taxes)	Total PKR (Including GST & all Taxes)
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
						Column 6x Column 4
1	Scanner		3 No			

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

The supplier will have to provide all the items consumables/spare parts at the same rate for the date of commissioning (Extendable) by each one year on the same terms and conditions agreed upon mutual consent. In case of change in price the bidder shall have to submit in writing well before 3 months of the revision in price.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

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

Company : \_\_\_\_\_

Company Seal: \_\_\_\_\_

Dated: : \_\_\_\_\_



**6. TENDER FORM**

(To be filled and signed by the bidder on bidder's letter head)

1	<b>Company/Firm's Name</b>	
2	<b>Address of the firm for correspondence</b>	
3	<b>Telephone No.</b>	
4	<b>Fax No.</b>	
5	<b>Mobile No.</b>	
6	<b>e-Mail:</b>	
7	<b>Income Tax No.</b>	
8	<b>Sales Tax Number</b>	
9	<b>KPRA Tax Registration Number</b>	
10	<b>Professional Tax Number</b>	
11	<b>Company/Firm's Date of Formation</b>	
12	<b>Name of authorized Person/Representative (Authority letter must be attached)</b>	
13	<b>Contact Number of authorized person</b>	
14	<b>Total Numbers of employees</b>	
15	<b>CDR No., Date &amp; Amount</b>	

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

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

Company : \_\_\_\_\_

Company Seal: \_\_\_\_\_

Dated: : \_\_\_\_\_

**7. 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 times 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}

## ANNEX-H

### 8. SCHEDULE OF REQUIREMENTS (PACKAGE-I DIGITAL PRINTING PRESS)

Sno.	Description	Quantity	Delivery Schedule
1	<b>Digital Printing Press having Technical Specifications as per ANNEX-I</b> (Including Supply, delivery, installation, Testing and commissioning)	2	90 Days from the Date of signing of the contract.

### 9. SCHEDULE OF REQUIREMENTS (PACKAGE-II SCANNERS)

Sno.	Description	Quantity	Delivery Schedule
1	<b>Scanners having Technical Specifications as per ANNEX-J</b> (Including Supply, delivery, installation, Testing and commissioning)	3	90 Days from the Date of signing of the contract.

- The bid must be accompanied with the brochures of the quoted item.

**10. BOQ /TECHNICAL SPECIFICATIONS OF PACKAGE-I (DIGITAL PRINTING PRESS)**

**Digital Printing Press**

1. Print Speed = 130 PPM or higher A4 size
2. Paper Size Supported = A4, Legal, A3 or higher
3. Memory = 8-GB or Higher
4. HDD Capacity = 01-TB or Higher
5. Paper feeding capacity = 9000 sheets or higher
6. Printing Resolution = 1200 x 1200 Dpi (PCL 5e/6, PDF Direct)
7. Stacking capacity = 4,000 sheets or higher
8. Finisher & 3-Position Stapling Unit (Capacity Upto 100 sheets)
9. Built in Network Printer with USB support.
10. Scanner
11. Dual Automatic Document Scanning in one go
12. Duplex Unit
13. Necessary Software & Stabilizer Unit for the Digital Printing Press.
14. 01 Extra Toner for each machine
15. Authorized manufacturer/distributor/dealer certificate required.
16. Field experience of quoted brand for minimum 3 years in Pakistan within last five years.
17. Comprehensive warranty for 1 year or more with free labor, service and parts.
18. Digital Printing Press quantity required 2 Nos.
19. Technologically the printer should be Digital Printing Press.
20. Biometric Authentication to be provided with machine.

**Please put response (YES/NO) for each point above.**

**11. TECHNICAL SPECIFICATION FOR PACKAGE-II (SCANNERS)**

SNo	Parameter	Specification	Response (Yes/No)
1	Recommended Daily Volume	20,000 Pages Per Day or more	
2	Scanner Type	ADF (Automatic Document Feeder)	
3	Scanning modes	Simplex / Duplex, Color / Grayscale	
4	Scan Speed	85 PPM or higher (Portrait/Landscape A4 size)	
5	Optical Resolution	600 dpi or more	
6	Paper Thickness and Weight	25–150 g/m <sup>2</sup> Paper or higher	
7	Feeder	300 Sheets of 80 g/m <sup>2</sup> Paper or more	
8	Scanning Technology	Dual RGB LED Illumination CIS (CMOS); Grayscale output Bit Depth is 256 levels (8-bit); Color Output Bit Depth is 24 Bits; Color Capture Bit Depth is 48 bits	
9	File Format Outputs	Single and Multi-Page TIFF, JPEG, RTF, BMP, Single and Multi-Page PDF, Text Searchable PDF, Microsoft Word and Microsoft Excel	
10	Connectivity / Interface	USB 3.1 Gen 1x1 Compatible, 10/100/1000 ETHERNET	
11	Software Support	WINDOWS Bundled Drivers: TWAIN, ISIS, WIA Drivers	
12	Supported Operating Systems	WINDOWS 10 (32-bit and 64-bit), WINDOWS Server 2012 x64 Editions, WINDOWS Server 2016 x64 Editions, WINDOWS Server 2019 x64 Editions	
13	Warranty	Minimum 1 year or more	

**12. CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ 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 Requirements;
  - (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)

13. BID FORM 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 Schedule of Requirements.

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 or submit the CDR or by any other mode of payment acceptable to 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]

**14.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]*



## **15. MANUFACTURER'S AUTHORIZATION FORM**

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/TENDER *[reference of the Invitation to Bid/TENDER]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Contract for the goods offered for supply by the above firm against this Invitation for Bids/Tender Notice.

\_\_\_\_\_  
*[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.

**16. CHECK LIST BEFORE BID SUBMISSION**

I, \_\_\_\_\_ CNIC# \_\_\_\_\_ ;

Designation: \_\_\_\_\_, Company Name: \_\_\_\_\_

undertake to state that we have attached all below documents which have been marked.

Sno.	Detail	If attached put ✓ else X	Page Number
1	NTN Registration Certificate		
2	On active list of Income Tax with FBR (printed screen shot proof)		
3	GST Registration Certificate		
4	On active list of GST with FBR (printed screen shot proof)		
5	Application letter of intent for participation in tendering process.		
6	Experience certificates for field experience of 3 years on similar capacity machine for the quoted brand in Pakistan in last five years. (Attach photocopies).		
7	Professional Tax Registration Certificate with relevant Authority if applicable		
8	Compliance Certificate ANNEX-A		
9	Affidavit on stamp paper of Rs. 100/- that the company/firm/individual is not blacklisted by any Government Department Annex-B.		
10	An Affidavit on Rs. 100/- Stamp Paper duly attested by Notary Public for supply of genuine items ANNEX-C		
11	Financial Proposal ANNEX-D & ANNEX-E		
12	Tender form ANNEX-F		
13	Integrity Pact ANNEX-G		
14	Office details at Peshawar or any other province with phone numbers/addresses.		
15	Sole distribution/manufacturer certificate copy.		
16	Bid Money CDR 2% of the total amount		
17	Schedule of requirements ANNEX-H		
18	Compliance/responsiveness to technical specifications required as per the ANNEX-I & ANNEX-J.		
19	Contract Form ANNEX-K		
20	Bid form and price schedule ANNEX-L		
21	Manufacturer's Authorization Form ANNEX-N		
22	Comprehensive warranty to be provided for minimum 1 years with labor, service and parts.		
23	After sales Service Availability		
25	Company's Profile (including the client list, past projects completed, support staff availability etc)		
26	List of spare parts/consumables along with price required with their tentative life.		
27	Company's profile including the client list, past projects completed, support staff availability etc.		

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

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

Company : \_\_\_\_\_

Company Seal: \_\_\_\_\_

Dated: : \_\_\_\_\_