

Bidding Document

TENDER NO. PEF/PROC/ADMN/2020-21/25

TENDER FOR PROCUREMENT OF OFFICE CHAIRS



Director (HR & Admin)
Punjab Education Foundation (PEF)
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Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without any discrepancy. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage. The valid documentary evidences as detailed hereinafter should be submitted by bidders for preliminary and detailed examination.

Applicability of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice)

This Bidding Process will be governed under Punjab Procurement Rules 2014 as amended from time to time and following instructions of the Government of Punjab. In case any clause, term or condition of this bidding document is in conflict with Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the provisions given in Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) will prevail.

1 INVITATION TO BID

1.1 Punjab Procurement Rules to be followed

- 1.1.1** Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) will strictly be followed. These may be obtained from PPRA's website.
- 1.1.2** In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice).

1.2 Mode of Advertisement(s)

- 1.2.1** The estimated bid is less than three million rupees. So following Rule 12(1) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the respective Invitation to Bid Notice is advertised on websites of PPRA and PEF.

1.3 Type of Open Competitive Bidding

- 1.3.1** As per Rule 38(2)(a) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), Single Stage – Two Envelope Bidding Procedure shall be followed;
- 1.3.2** The procedure for single stage two envelopes shall be:
 - 1.3.2.1** The bid be a single package consisting of two separate envelopes, **containing separately the financial and the technical proposals**;
 - 1.3.2.2** The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - 1.3.2.3** In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
 - 1.3.2.4** The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - 1.3.2.5** During the technical evaluation no amendments in the technical proposal shall be permitted;
 - 1.3.2.6** After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
 - 1.3.2.7** The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later. Provided that procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency;
 - 1.3.2.8** It is compulsory for bidders to bid for all goods. Bids for partial goods will be rejected.
 - 1.3.2.9** Aggregate lowest evaluated bidder will be awarded the contract;
 - 1.3.2.10** In case of equal lowest financial bids submitted by different bidders at the time of financial opening, such bidders will submit revised bids at spot on either their signed official letterhead or on a signed and stamped plain paper. This process will be repeated till a single bidder is declared lowest.

2 INSTRUCTIONS TO BIDDERS (ITB)

2.1 Bidding Details

- 2.1.1** All bids must be accompanied by Bid Security, as per provisions of this Bidding document clause “Bid Security” in favor of “**Punjab Education Foundation**”. The complete, bids as required under this Bidding document, must be delivered to the Dak Section of Punjab Education Foundation located at 52-L, Gulberg – III near Kalma Chowk, Lahore, not later than **April 29, 2021 at 11:00 AM**. Late bids shall not be accepted.
- 2.1.2** Technical bids shall be publicly opened in office of Punjab Education Foundation located at 52-L, Gulberg – III near Kalma Chowk, Lahore at **11:30 AM** on the last day of bid submission.
- 2.1.3** Queries of bidders (if any) for seeking clarifications relevant to this procurement must be received in writing to the Procuring Agency within seven (07) days of publication of the relevant ITB Notice and queries will be responded within ten (10) days of publication of the relevant ITB Notice. Any query received after the stipulated time may not be entertained. All queries shall be responded to within due time.
- 2.1.4** Bidders shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this bidding document clauses regarding “**Determination of Responsiveness of Bid**” and “**Rejection and Disqualification of the Bid**” for making their bids substantially responsive to the requirements of the Bidding Document.
- 2.1.5** It must be clearly understood that the Specifications, Terms and Conditions are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the contractor on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.
- 2.1.6** The contractor should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency under this contract.
- 2.1.7** The Primary and Secondary contacts for all correspondence in relation to this bid are as follows:

Primary Contact

Name: Mr. Muneer Hussain
Designation: Officer (Admin)
Contact No: 99232791 Ext. 44
Email: muneer.hussain@pef.edu.pk

Secondary Contact

Name: Mr. Muhammad Yasir
Designation: Assistant Director (Procurement)
Contact No: 99232791 Ext. 54
Email: muhammad.yasir@pef.edu.pk

- 2.1.8** Bidders should note that during the period from the receipt of the bids and until further notice, all queries should be communicated via Primary Contact and in writing only. In case of an urgent situation where the Primary Contact cannot be contacted, bidders may alternatively direct their enquiries through the Secondary Contact.

- 2.1.9** Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.1.10** Failure to supply required Goods within the specified time period will invoke penalty as specified in this document.

3 TERMS AND CONDITIONS OF THE TENDER

3.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1.1** "Commencement Date of the Contract" means the date on which both parties affix their signatures to contract.
- 3.1.2** "Day" means calendar day.
- 3.1.3** "Goods" mean the "Goods required in this bidding document" which bidders are required to supply to the Procuring Agency under the contract.
- 3.1.4** "Services" mean "Labor, transportation till delivery point, incidental services, complementary services, insurance, installation, commissioning, etc. (if any)" associated with provision of goods which the Contractor is required to provide the Procuring Agency under the Contract.
- 3.1.5** "Written" means written in form of email or hard copy.

3.2 Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring Agency, the same shall be:

- 3.2.1** In writing;
- 3.2.2** Issued within reasonable time;
- 3.2.3** Served by sending the same by email/ courier/ post/ dispatch rider to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 3.2.4** The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

3.3 ELIGIBILITY CRITERIA

Eligible bidder is a bidder who:

- 3.3.1** Is registered with Tax Authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable);
- 3.3.2** Provides copies of audited financial statements/ work orders/ contracts/ MOUs, etc. of one financial year not before **FY 2018-19 depicting turnover of Rs.1 million during one financial year.**
- 3.3.3** Does not apply in the capacity of joint venture;
- 3.3.4** Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan in last 2 years;
- 3.3.5** Has purchased Bidding Document from the office of undersigned upon a formal request and cash payment of Rs. 500/- (nonrefundable).

Note: Noncompliance of any term or condition mentioned in the relevant ITB Notice or Bidding Document shall also lead to disqualification.

Bidders must submit bid security of Rs.11,900/- (2% of price of procurement estimated by PEF which is Rs.595,000/-) as per bid security clause of this document else their bids will be rejected. Bid security instrument may be enclosed either with technical or financial proposal.

3.4 Cost Related to Bid Preparation and Submission

Bidders shall bear all costs/ expenses associated with the preparation and submission of bids and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses.

3.5 Examination of the Bidding Document

Bidders are expected to examine the Bidding Document, including all instructions and terms and conditions.

3.6 Clarification of the Bidding Document

Bidders may require further information or clarification of the Bidding Document, within 7 days after publication of the relevant ITB Notice on website of PPRA.

3.7 Amendment of the Bidding Document

3.7.1 The Procuring Agency may, at any time prior to the deadline for submission of bids, at its own initiative or in response to a clarification requested by a bidder, amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on bidders.

3.7.2 The Procuring Agency shall notify the amendment(s) to the prospective bidders.

3.7.3 The Procuring Agency may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the bid as per Rule 29 of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice).

3.8 Preparation/ Submission of Bid

Bid and all the accompanied documents submitted by a bidder shall be in paper form and shall either be in Urdu or English or both. The bid shall be filled in/ accompanied by the required Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall be completely filled in, stamped and signed by bidder or his authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by bidders.

Technical and Financial Proposals will be considered incomplete if any of the following documents are missing from them. Procuring Agency reserves the right and shall reject any bid submitted without any of the documents mentioned below:

3.8.1 Technical Proposal shall comprise the following:

3.8.1.1 Undertaking on stamp paper of Rs. 50/- (All terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and bidder has not been blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization, Autonomous Body or Private Sector Organization anywhere in Pakistan from last 2 years) (**Annexure-A**).

3.8.1.2 Covering letter duly signed and stamped by authorized representative on official letter head of bidder (**Annexure-B**).

3.8.1.3 Compliance with technical specifications of required goods on official letterhead of bidder (**Annexure-C**) as an evidence that the bidder will provide goods as per requirements of procuring agency.

3.8.1.4 Checklist of the required documents (**Annexure-D**).

3.8.1.5 Proof of registration with tax authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable).

3.8.1.6 Copies of audited financial statements/ work orders/ contracts/ MOUs, etc. of one financial year not before FY 2018-19 depicting turnover of Rs.1 million during one financial year.

3.8.1.7 Undertaking on official letterhead that the bidder is not applying in capacity of joint venture for this tender.

3.8.1.8 Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally. (Only the copy of the signed and stamped bidding document issued by PEF to a representative of the participating bidder will be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted).

3.8.1.9 Copy of bidding document purchase slip.

3.8.2 Financial Proposals shall comprise the following:

3.8.2.1 Price Schedule (**Annexure-E**).

Note: Bid security may be attached either with technical or financial proposal.

3.8.3 Bidders shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal

[Name of Tender]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of bidder]

[Address of bidder]

[Phone No. of bidder]

3.8.4 Bidders shall seal the Financial Proposal in an envelope duly marked as under:

Financial Proposal

[Name of Tender]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of bidder]

[Address of bidder]

[Phone No. of bidder]

3.8.5 The Bid shall be dropped by hand, courier or through registered mail to reach the Dak Section of the Procuring Agency's office at 52-L, Gulberg – III near Kalma Chowk, Lahore not later than due date and time for submission of bids. Bid(s) submitted late shall not be accepted.

3.9 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income and sales taxes to the concerned authorities of Income and Sales Taxes.

3.10 Bid Price

The quoted price shall be:

3.10.1 Best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

3.10.2 In Pak Rupees;

3.10.3 Inclusive of all taxes, duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, complementary services, etc. (whichever is applicable);

3.10.4 The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids;

- 3.10.5** If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements mentioned in this document.
- 3.10.6** Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed financial Proposal.
- 3.10.7** The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates of direct taxes or structure of applicable direct taxes. All differences arising out as above shall be fully borne by the Successful Bidder.
- 3.10.8** The Contractor shall not charge prices for the goods delivered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.
- 3.10.9** If a bidder quotes price of goods without inclusion of taxes, it would be considered that the bid is inclusive of all applicable taxes.
- 3.10.10** It will be the responsibility of bidders that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by a bidder.
- 3.10.11** Bidders are responsible for the correctness and sufficiency of the Bid and price quoted in the Bid shall be deemed to cover all obligations under this Bidding Process.
- 3.10.12** Bid shall be checked for any arithmetic errors which shall be rectified, as follows:
- 3.10.12.1** If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the price schedule, the actual sum of itemized total prices will be considered as the Total Bid Price.
- 3.10.12.2** If there is a discrepancy in the actual sum of the itemized total prices (if applicable) and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 3.10.12.3** If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 3.10.12.4** The Bid price as determined after arithmetic corrections shall be termed as the **Corrected Total Bid Price** which shall be binding upon the bidder.
- 3.10.12.5** No credit shall be given for offering delivery period earlier than the specified period.

3.11 Bid Security

Bidders shall furnish the Bid Security as under:

- 3.11.1** Shall be in the form of CDR / DD / PO / BC in the name of Punjab Education Foundation;
- 3.11.2** Personal or business cheque shall not be entertained in any case.
- 3.11.3** Bid security may be attached either with technical or financial proposal.
- 3.11.4** Bidders are required to submit bid security of **Rs.11,900/-** (2% of price of procurement estimated by PEF which is Rs.595,000/-) as per bid security Rule of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the price of procurement as estimated by the procuring agency.
- 3.11.5** Denominated in Pak Rupees;

- 3.11.6** Having a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 3.11.7** The bid security shall be returned to the technically disqualified bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful bidder on furnishing the Performance Guarantee.
- 3.11.8** Bid security will not be adjustable against any payment or performance guarantee.
- 3.11.9** Punjab Education Foundation is not responsible to pay any interest/ benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization;
- 3.11.10** Bid security submitted by a bidder may be forfeited if:
- 3.11.10.1** Bidder has been found involved in the concealment of facts.
- 3.11.10.2** Any false / misleading information is provided in the submitted bid.
- 3.11.10.3** Bidder backs out from fulfilling the obligations of bid after opening of the bid.

3.12 Bid Validity

The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid. The Procuring Agency may solicit the consent of the bidders to an extension of the validity period of the bid. The request and the response thereto shall be made in writing. If a bidder agrees to extension of validity period of the bid, the validity period of the Bid Security shall also be suitably extended. A bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28(4) (c) (Amended till date of advertisement of the relevant ITB notice)**.

3.13 Modification/ Withdrawal of the Bid

- 3.13.1** A bidder may, by written notice served on the Procuring Agency, modify or withdraw the bid after submission of the bid, prior to the deadline for submission of the bid.
- 3.13.2** The bid, withdrawn after the deadline for submission of the bid and prior to the expiration of the period of the bid validity, shall result in forfeiture of the Bid Security.

3.14 Clarification of the Bid

The Procuring Agency shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the bidders. The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 33 (2) of Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to include the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Procuring Agency.

3.15 Determination of Responsiveness of the Bid

The Procuring Agency shall determine the substantial responsiveness of the Bid to the Bidding document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 3.15.1** Meets the eligibility criteria given herein this Bidding document;
- 3.15.2** Offers fixed price for all goods as per Price Schedule;

- 3.15.3 Conforms to all terms and conditions of the documents issued by Procuring Agency in reference to this bidding procedure. These include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, etc. (whichever is applicable), without material deviation or reservation;
- 3.15.4 A material deviation or reservation is one which affects the scope, quality of goods or limits the Procuring Agency's rights or a bidder's obligations under the Contract.
- 3.15.5 The Bid determined as not substantially responsive shall not subsequently be made responsive by a bidder by correction or withdrawal of the material deviation or reservation.

3.16 Rejection and Disqualification of the Bid

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring Agency shall upon a written request communicate to any bidder, the grounds for rejecting all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

Likewise, Procuring Agency shall upon a written request communicate to any bidder, the grounds for its technical disqualification, but shall not be required to justify those grounds. A bid shall be rejected/ disqualified if it is:

- 3.16.1 Substantially non-responsive in a manner prescribed in this document especially to the clause '**Determination of Responsiveness of the Bid**'; or
- 3.16.2 Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 3.16.3 Incomplete, partial, conditional, alternative, late; or
- 3.16.4 Bidder has conflict of interest with the Procuring Agency; or
- 3.16.5 Bidder tries to influence the Bid evaluation/ Contract award; or
- 3.16.6 Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 3.16.7 Bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;
- 3.16.8 Bidder fails to meet the Technical and / or Financial evaluation of Proposal;
- 3.16.9 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 3.16.10 Bidder submits any financial condition as part of its bid which is not in conformity with bidding document.
- 3.16.11 Bidder does not enclose bid security instrument in the bid.
- 3.16.12 Bidder discloses price in the Technical Proposal.

3.17 TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

The bidders who have duly complied with the Bid Eligibility/ Qualification Criteria will be eligible for further processing.

- 3.17.1 During the technical evaluation no amendments in the technical proposal shall be permitted;
- 3.17.2 The bids with technical proposals conforming to terms and conditions of this bid document, invitation to bid notice, corrigendum, addendum (whichever applicable) will be considered for financial evaluation and thus, only their financial proposal will be opened.

- 3.17.3** After evaluation of the technical proposals, financial proposals of the technically responsive/ qualified bids will be opened, publically at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;
- 3.17.4** The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;
- 3.17.5** All bidders may check results (bid evaluation) at website of PPRA.

3.18 Award Criteria

The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all formalities mentioned in the relevant Invitation to Bid and this Bidding Document.

3.19 Acceptance Letter and Work Order

As per provisions of Rule (55) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the Procuring Agency shall issue the Acceptance Letter to the Successful Bidder, at least after 10 days of announcement of bid evaluation reports (Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a Contract, until execution of the formal Contract. Formal Contract will be signed within three working days of issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract. After signing of the formal contract, work order will be issued to contractor for the required goods.

3.20 Restarting Bidding Process from any Prior Stage

As per provision in Rule 35 (5), the procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

3.21 Redressal of Grievances by the Procuring Agency

The Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- 3.21.1** Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 3.21.2** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 3.21.3** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

3.22 Language of Bid

The bid and all documents relating to the bid, exchanged between a bidder and Procuring Agency, shall either be in Urdu or English or both. The bidder shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

3.23 Eligible Goods

In case imported, goods to be supplied under the contract shall be imported via eligible source countries and all expenditures made under the contract shall be limited to such goods.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Punjab Education Foundation** (the “Procuring Agency”), on one part,

and

[full legal name of Contractor & Address], on the other part severally liable to the Procuring Agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Procuring Agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the goods as described in the contract.
- (b) The Procuring Agency has requested the Contractor to provide certain goods as described in the relevant Invitation to Bid notice and Bidding Document; and
- (c) The Contractor, having represented to the Procuring Agency that it has the required professional skills, personnel and technical resources, has agreed to provide such goods on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Procuring Agency to supply the goods and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.
- 2. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of goods and remedying of damage therein.
- 3. The contract price for satisfactorily supplying all the Services, that the contractor is liable to provide under the contract as per the scope mentioned in bidding documents, shall be Rs._____.
- 4. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. The Bidding Document
 - b. Terms and Conditions of the Contract
 - c. Bidder’s Proposal
 - d. The Scope of Work
 - e. Price Schedule
 - f. Affidavit(s)
 - g. Performance Guarantee
- 5. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **Punjab Education Foundation (PEF):** For **[full legal name of the Contractor]:**

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----

Thumb Impression: -----

Thumb Impression: -----

WITNESSES:

(First Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(Second Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

4 SPECIAL CONDITIONS OF THE CONTRACT

4.1 Bid Scope

4.1.1 Punjab Education Foundation (PEF) is running a model Public Private Partnership system and is striving for the improvement of school education in Punjab. PEF intends to procure **Executive Office Chairs** from interested bidders as per following details:

Sr. #	Description	Specifications
1	Executive Office Chair	<ul style="list-style-type: none">• Black in color• One year warranty• Made of imported Korean parts• *Elastomeric mesh for backrest to allow air ventilation• Adapting free tilting function to support comfortable backrest during work• Latest and sleek design **PU 3D armrest. The height and depth of the armrest can be adjusted step by step through pressing buttons on both sides• Prone – synchronize mechanism with ***pneumatic height adjustment• Locks tilting and tilt tension control• Mounded nylon high chair base• Adjustable angle and height of headrest• The depth of the seating can be adjusted through moving it forward by pulling a button under the seating• Functional back plate with at least seven joint shapes for the S line for body shape. As per Picture Attached.

4.1.2 It is compulsory for bidders to bid for all goods. Bids for partial goods will be rejected.

4.1.3 Procuring agency has the right to increase the quantities up to 15 % under the clause of repeat order during the period of contract. Contractor shall liable to provide the goods on the issue of repeat order.

4.1.4 Material of goods delivered shall be as per required specifications and details or better than those.

4.1.5 Contractor will be responsible to provide defect free and brand new goods. Goods bearing any defect, inferior in quality or not meeting specifications given in this bidding document will not be accepted. No payment shall be made against such goods. Contractor will be bound to replace such goods onsite without any additional payment.

4.1.6 In case of inferior quality goods, performance guarantee may also be forfeited.

4.2 Contract Duration

A contract will be signed for a period of **one (01) year** from the date of signing of Contract. Provided, any work awarded before the expiry of contract duration shall be completed even after the contract duration is expired. Contractual liabilities and obligations will remain binding on the contractor even after the expiry of duration of contract.

4.3 Performance Guarantee

The successful bidder shall furnish Performance Guarantee as under:

4.3.1 Within three (03) working days of the receipt of the Acceptance Letter from the Procuring Agency;

4.3.2 In the form of Bank Guarantee / CDR / PO/ DD / BC issued by a scheduled bank operating in Pakistan;

- 4.3.3 Personal or business cheque shall not be entertained in any case.
 - 4.3.4 For a sum equivalent to 10% (Ten Percent) of the value of the contract.
 - 4.3.5 In Pak Rupees;
 - 4.3.6 Will be retained for a period of 14 months from date of its submission subject to provision of Satisfactory Completion Certificate by concerned department;
 - 4.3.7 Performance guarantee will not be adjustable against any payment;
 - 4.3.8 Punjab Education Foundation is not responsible to pay any interest/benefit on the amount submitted as Performance Guarantee against this bid that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization;
 - 4.3.9 The proceeds of the Performance Guarantee may be payable to the Procuring Agency, on occurrence of any/ all of the following conditions:
 - 4.3.9.1 If the contractor commits a default under the Contract;
 - 4.3.9.2 If the contractor fails to fulfill any of the obligations under the Contract;
 - 4.3.9.3 If the contractor violates any of the considerable terms and conditions of the Contract.
- Contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.

4.4 Delivery

- 4.4.1 The contractor shall deliver Goods within 45 days of issuance of work order.
- 4.4.2 Delivery shall be made to PEF office located at 52-L, Gulberg-III near Kalma Chowk, Lahore.
- 4.4.3 The contractor shall provide the required Goods all the safety which is sufficient to prevent the damage or deterioration during storage and transit to their final destination as indicated in the contract.
- 4.4.4 The Goods shall remain at the risk and under the physical custody of the contractor until the delivery and taking over of the Goods is completed.
- 4.4.5 The contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery. If it shall appear to the Procuring Agency that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, it may require the contractor at the expense of the contractor to dispatch the right items of the Goods.
- 4.4.6 To ensure storage arrangements for the intended supplies, the contractor shall inform the Procuring Agency at least three (03) days in advance. However, in case no space is available at the Procuring Agency's premises at the time of supply, the Procuring Agency shall, at least 02 days prior to such situation, shall inform the contractor, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the contractor abides by the given time frame it shall not be penalized for delay.

4.5 Extensions in Time for Performance of Obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at least two days before delivery time, the Contractor shall, by written notice served on the Procuring Agency, promptly indicate the facts of the delay, the likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring Agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

4.6 Liquidated Damages

In case extension in time under clause 4.5 is not granted by the Competent Authority of PEF, 0.33 % of the value of delayed goods will be imposed as penalty per day. However, total Liquidated Damages will not exceed beyond 10% of total contract price. PEF might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract.

4.7 Satisfactory Completion Certificate for Goods

The Procuring Agency will issue Satisfactory Completion Certificate to the Contractor upon successful completion of delivery of goods which the Contractor is liable to provide in consideration of this Contract.

4.8 Payment

- 4.8.1** The Procuring Agency shall pay the amount verified within thirty (30) days from the date of delivery subject to issuance Satisfactory Completion Certificate by the concerned department.
- 4.8.2** Payment shall not be made in advance and against partial deliveries against the work order. However, if the procuring agency delays or stops the deliveries of the work order, partial payment against the satisfactory partial deliveries shall be made promptly.
- 4.8.3** All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.
- 4.8.4** Payment shall not be made in advance or against partial deliveries until Satisfactory Completion Certificate is issued by the Procuring Agency. The Procuring Agency shall make payment for the complete and defect free Goods supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque/ PO/DD/CDR.
- 4.8.5** All type of government duties and taxes shall be dealt as per applicable laws of Pakistan at the time of payment. Foundation shall not be responsible for increase in deduction of direct taxes due to change in laws of Pakistan.

4.9 Contract Amendment

- 4.9.1** The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.
- 4.9.2** The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.
- 4.9.3** The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 4.9.4** No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.

4.10 Warranty

- 4.10.1** The Contractor shall ensure that the goods supplied by the Contractor, under the Contract are brand new, unexpired, non-refurbished, un-altered in any way, compliant to specifications mentioned in this bidding document or better than those, incorporate all recent improvements in design, otherwise the delivery shall not be accepted.
- 4.10.2** The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.
- 4.10.3** **The Contractor shall provide warranty for one (01) year from the date of delivery (hereinafter referred as Warranty Period), which will include:**
 - 4.10.3.1** Free on site repair / replacement of defective / damaged parts and labor, within one week of intimation.

- 4.10.3.2** Free on site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding one week.
- 4.10.4** The Warranty Period shall start from the date of delivery of Goods on site.
- 4.10.5** The Procuring Agency shall, by written notice served on the Contractor, promptly indicate any claim(s) related to expired, used or defected goods.
- 4.10.6** The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Procuring Agency.
- 4.10.7** The end user warranties and end user contracting support services shall be in the name of Procuring Agency, for the Goods supplied and the Services provided, under the Contract.

5 GENERAL CONDITIONS OF CONTRACT

5.1 Contract

The successful bidder shall, after submitting the Performance Guarantee, sign the Contract within three days of receiving of Acceptance Letter from the Procuring Agency.

5.2 Contract Cost

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

5.3 Contract Documents and Information

The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring Agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor 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.

5.4 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring Agency, shall either be in Urdu or English or both. The Contractor shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

5.5 Standards

The goods provided under this Contract shall conform to the authoritative latest industry standards.

5.6 Patent Right

The Contractor shall indemnify and hold the Procuring Agency harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

5.7 Inspection and Verification

The Procuring Agency may reject the goods if they fail to conform to the specifications, in any inspection(s) and the Bidder may be allowed to make all alteration necessary to meet the specifications in coordination with Procuring Agency's concerned department, free of cost to the Procuring Agency.

The Procuring Agency or its representative shall have the right to inspect and/or to test the goods and to confirm their conformity to the contract specifications at no extra cost to the Procuring Agency. All costs associated with testing shall be borne by the contractor.

The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at contractor's premises or upon arrival at Procuring Agency's destination 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 delivery from the point of Supply or manufacturing.

5.8 Packing

The contractor shall provide such packing of the goods which is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the contract. The contractor shall arrange and pay for the packing of goods for delivery to the destination as specified in the contract, and the related cost shall be included in the quoted bid.

5.9 Labeling

The goods supplied under the contract, shall be clearly labeled which shall correspond to the delivery documentation, with proper labeling scheme for identification of goods.

5.10 Assignment / Subcontract

- 5.10.1** The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.
- 5.10.2** The Contractor shall guarantee that any and all assignees of the Contractor shall, for performance of any part/ whole of the goods under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the goods under the contract.

5.11 Blacklisting

The Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or work practices;
- (b) Consistently failed to perform his/ her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

5.12 Termination for Default

- 5.12.1** If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).
- 5.12.2** If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.13 Termination for Convenience

- 5.13.1** The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 5.13.2** The goods which are complete or to be completed by the Contractor, within seven working days after the receipt of such notice, shall be accepted by the Procuring Agency.

5.13.3 For the remaining goods, the Procuring Agency may elect:

5.13.3.1 To have any portion thereof completed and delivered; and/or

5.13.3.2 To cancel the remainder and pay to the Contractor an agreed amount for partially supplied goods, together with a reasonable allowance for overhead and profit.

5.14 Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

5.15 Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of the contractor and which makes contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

5.15.1 The Contractor shall not be liable for liquidated damages, blacklisting for future bids, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

5.15.2 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform 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.

5.15.3 Force Majeure shall not include:

5.15.3.1 Any event which is caused by the negligence or intentional action of bidder or its agents or employees, nor

5.15.3.2 Any event which the bidder could reasonably have been expected to:

5.15.3.2.1 Take into account at the time of the conclusion of this Contract and;

5.15.3.2.2 Avoid or overcome in the carrying out of its obligations here under.

5.15.3.2.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.16 Dispute Resolution

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

5.16.2 If after thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the bidder have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee of PEF headed by Managing Director PEF. The decision of Arbitration Committee shall be final and binding on the parties, and it will not be challenged in any court of Law.

5.17 Statutes and Regulations

5.17.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

5.17.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same.

5.18 Authorized Representative

5.18.1 The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

5.18.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Procuring Agency or the Contractor.

5.18.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

5.18.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **Punjab Education Foundation (PEF):**

For **[full legal name of the Contractor]:**

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

WITNESSES:

(First Party)

(Second Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

SPECIAL STIPULATIONS (BID DATA SHEET)

Reference (Clause of this document)	Description	Details
Clause 1.3	Bidding procedure	Single stage – Two Envelope Procedure
Clause 2.1.1	Last date and time for the Submission of bidding document.	11:00 am on April 29, 2021 at 52-L, Gulberg – III near Kalma Chowk, Lahore.
Clause 2.1.2	Date, time and venue of opening of technical	11:30 am on April 29, 2021 at 52-L, Gulberg – III near Kalma Chowk, Lahore.
Clause 3.11	Bid Security	Rs.11,900/- (2% of price of procurement estimated by PEF which is Rs.595,000/-)
Clause 3.12	Bid validity period	120 Days
Clause 3.22	Language of bid	Urdu or English or both
Clause 4.3	Performance Guarantee	As per relevant clause
Clause 4.4	Delivery	As per relevant clause
Clause 4.6	Liquidated damages for failure / delay in supply of goods by the Contractor	As per relevant clause
Clause 2.1.7	Contact Person for Communication	Name: Mr. Muneer Hussain Designation: Officer (Admin) Contact No: 99232791 Ext. 44 Email: muneer.hussain@pef.edu.pk

6 ANNEXURE

ANNEXURE-A (Attach with Technical Proposal)
To be Submitted on Legal Stamp Paper of Rs. 50/- with Technical Proposal

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that we are not blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan in last 2 years.

Dated this _____ day of _____ 2021

Signature

(Official Stamp)

Thumb Impression

In the capacity of:

Duly authorized to sign bids for and on behalf of: (Bidder Name)

(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-B (On Official Letter Head with Technical Proposal)

FORMAT FOR COVERING LETTER

To

Punjab Education Foundation
52-L, Gulberg – III near Kalma Chowk, Lahore.

Subject: TENDER FOR PROCUREMENT OF OFFICE CHAIRS

Dear Concerned,

- a) Having examined the Bidding document, emails sent for information and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said goods on terms of reference to be signed upon the award of Contract for the sum indicated as per Price Schedule.
- b) We undertake that the financial proposal submitted by us includes price of all the items as per the technical specifications and requirements of this Bidding document. No item is mentioned as an option for which additional price will be demanded afterwards in addition to the financial bid.
- c) We undertake, if our proposal is accepted, to provide the goods mentioned in the Contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- d) We agree to abide by this proposal for the period of 120 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- e) We agree to execute a Contract in the form to be communicated by the Punjab Education Foundation incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Name and Designation of Signatory

Authorized Signatures with Official Stamp

ANNEXURE-C (To be submitted on Official Letter Head)

TECHNICAL SPECIFICATIONS

Sr. #	Description	Specifications	Compliance (Yes/No)
1	Executive Office Chairs	<ul style="list-style-type: none"> • Black in color • One year warranty • Made of imported Korean parts • *Elastomeric mesh for backrest to allow air ventilation • Adapting free tilting function to support comfortable backrest during work • Latest and sleek design **PU 3D armrest. The height and depth of the armrest can be adjusted step by step through pressing buttons on both sides • Prone – synchronize mechanism with ***pneumatic height adjustment • Locks tilting and tilt tension control • Mounded nylon high chair base • Adjustable angle and height of headrest • The depth of the seating can be adjusted through moving it forward by pulling a button under the seating • Functional back plate with at least seven joint shapes for the S line for body shape. <p>As per Picture Attached.</p>	

*Elastomeric: An elastic substance occurring naturally or produced synthetically

**PU Armrest: Polyurethane Material

***Pneumatic: Containing or operated by air or gas under pressure

PICTURES



ANNEXURE-D**(Checklist for the Attached Documents in Technical Proposal)**

Sr. #	Description of Documents	Attached (Yes/No)
1	Undertaking on stamp paper of Rs. 50/- (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and bidder has not been blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization, Autonomous Body or Private Sector Organization anywhere in Pakistan from last 2 years) (Annexure-A).	
2	Covering letter duly signed and stamped by authorized representative on official letter head of bidder (Annexure-B).	
3	Compliance with technical specifications of required goods on official letterhead of bidder (Annexure-C) as an evidence that the bidder will provide goods as per requirements of procuring agency.	
4	Checklist of the required documents (Annexure-D).	
5	Proof of registration with tax authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable).	
6	Copies of audited financial statements/ work orders/ contracts/ MOUs, etc. of one financial year not before FY 2018-19 depicting turnover of Rs.1 million during one financial year).	
7	Undertaking on official letterhead that the bidder is not applying in capacity of joint venture for this tender.	
8	Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally. (Only the copy of the signed and stamped bidding document issued by PEF to a representative of the participating bidder will be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted).	
9	Copy of bidding document purchase slip.	

Checklist for the Attached Documents in Financial Proposal)

Sr. #	Description of Documents	Attached (Yes/No)
1	Price Schedule (Annexure – E).	

Note: Bid security may be attached either with technical or financial proposal.

ANNEXURE-E (Attach with Financial Proposal)

PRICE SCHEDULE

Sr. #	Name of Good	Unit	Required Quantity	Unit Price Including Applicable Taxes (PkR)	Total Price Including Applicable Taxes (PkR)
1	Executive Office Chairs	No.	=15/-		
Grand Total Including Applicable Taxes					
Total Price in Words: Rs.					

Notes:

- i. The price shall include all applicable taxes like Income Tax, GST, PST, etc.
- ii. The price will include all related expenses (e.g. incidental services, labor, transportation charges to delivery point, etc.).
- iii. It is compulsory for bidders to bid for all goods. Bids for partial goods will be rejected.
- iv. Aggregate lowest evaluated bidder will be awarded the contract.
- v. **Price schedule must be enclosed with financial proposal.**

Attention

“Price schedule must be enclosed with financial proposal only. Please DO NOT disclose prices in technical proposal otherwise your bid will be rejected/disqualified”.