



Tender Number: TSE-222306338152

Published Dated:

Balochistan Education Foundation

BIDDING DOCUMENT FOR
HIRING OF SERVICES FOR LABOR AND
TRANSPORTION OF BOOKS TO SUMMER

(TECHNICAL PROPOSAL)

TSE-222306338152

NAME OF BIDDER:

(To be filled-in by the Bidder)

Letter of invitation for Bids:

Sealed Tenders are invited under the Balochistan Public Procurement Rules (BPPR) - 2014 by the **Balochistan Education Foundation** from “Eligible Bidders” dealing in Sales and after - sale services(as applicable) of **Transportation and Storage and Mail Services** as per details contained here - under:...

Bidding Information	Particulars
Designation of Procurement Officer	Procurement Officer
Postal Address of the Procuring Agency	Quetta
Phone Number & Fax Number	0812301812 ,
E-Mail Address & Website (If Available)	nisar@bef.org.pk
Bidding Procedure	Single Stage Two Envelope Bidding Procedure
Issuance of Bidding Documents	<p>From <u>Balochistan Education Foundation (BEF) House No. 1, 10, 11 Shalimar City Near NADRA Verification Center, Airport Road Quetta. Phone: (+92) 081-2301812-15</u> during working hours up-to one working day prior to the opening of bids and from BPPRA Website www.bppra.gob.pk TSE-222306338152</p> <p>Note: Downloaded Bidding document DOES NOT REQUIRE signature and stamp of the procurement officer and can freely be downloaded and used from BPPRA website</p>
Deadline for Submission of Bids	Date June 26, 2023 & Time 11:00 AM through courier or may be dropped in the Tender Box at the office of the Procuring Agency or the place of Bid Opening
Opening Of Technical Bids	Date June 26, 2023 & Time 12:00 PM at the location of the Balochistan Education Foundation (BEF) House No. 1, 10, 11 Shalimar City Near NADRA Verification Center, Airport Road Quetta. Phone: (+92) 081-2301812-15
Tentative Opening Of Financial Bids	Date June 26, 2023 & Time 12:30 PM at the location of the Balochistan Education Foundation (BEF) House No. 1, 10, 11 Shalimar City Near NADRA Verification Center, Airport Road Quetta. Phone: (+92) 081-2301812-15

Bidding Document Fee	Amount: PKR.In the form of: Submission of Bidding Document fee is not a requirement for issuance of the Bidding Document. It will be checked during the eligibility evaluation
Bid Security	Amount: 2.00 % of the Bid Value Manner of Payment: Deposit at Call in favor of : Balochistan Education Foundation
Performance Security	Amount:10% of the Contract value (Up-to10%) Manner of Payment: Demand Draft in favor of: Balochistan Education Foundation
Bid Validity Period (Days)	90 Days.

Eligibility Criteria for Bidders:

S.No.	Bidders Eligibility Factor	Requirement	Document Required
1	Experience	01 Assignments of Similar Nature and Complexity Worth PKR. 500,000 Million each in Previous 5	Copy's of Supply Order's with relevant completion certificate's or Inspection Report's or delivery challan (items must cross-verify with supply order)
2	Financial Capacity	Accumulated Turn over of at least PKR.700,000 Million in 02 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account
3	Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate (Verifiable as Active Tax Payer at FBR Web Portal)
4	Tax Certificate	BRA Registration Certificate	BRA Certificate
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Declaration of non blacklisting on company letter head by the bidder

NOTE: It is mandatory for the bidders to meet all the above-mentioned requirements of eligibility. In-case of not meeting any single requirement, the Bid shall be declared as "NON-RESPONSIVE"

Scope Of Work:

HIRING OF SERVICES FOR LABOR AND TRANSPORTION OF BOOKS TO SUMMER ZONES OF BALOCHISTAN

Data-Sheet of the Assignment

The objective of the below given Data-Sheet / Schedule of Requirements is to provide sufficient information to bidders to understand complete scope of this procurement such that no requirement of the Procuring Agency is left un-mentioned hereunder, so as to enable the bidders to prepare their bids accordingly:

S. No.	Item Name	**Qty	Item Details / Specification	Mandatory
1	78101802-Regional or national trucking services	1	• Transportation of Text Books to Summer Zone Community Schools of Balochistan- to District Sibbi, Kachi, Jhal Magsi and Jaffarabad: Labour and Transportation Charges from Balochistan Education Foundation Office to to District Sibbi, Kachi, Jhal Magsi, Naseerabad and Jaffarabad	Yes
2	78101802-Regional or national trucking services	1	• Transportation of Text Books to Summer Zone Community Schools of Balochistan- ii. District Noshki, Dalbandin and KHaran in Shazore: Labour and Transportation Charges from Balochistan Education Foundation Office to District Noshki, Dalbandin and Kharan	Yes
3	78101802-Regional or national trucking services	1	• Transportation of Text Books to Summer Zone Community Schools of Balochistan: Labour and Transportation Charges from Balochistan Education Foundation Office to District Lasbela, Awaran, Turbat and Gwadar	Yes

* Brand names & model numbers (if any) referred-to in this tender document are only for reference purpose in the light of BPPRA Rules - 2014 # 13(1), however **ALL** offers in conformity with the generic specification shall be evaluated as equal.

Delivery Schedule & Requirements:

Place of Delivery of Goods: Quetta

Last Date & Time of Delivery: Jun 28, 2023

Partial delivery is **Not Allowed**

Instructions for Bidders:

For more details please see the relevant section

Evaluation Criteria:

Selection of the successful bidder shall be based on **"Least-Cost Selection Method"**

on Package wise which means ,Eligible Bidder quoting Technically Responsive package at the lowest financial cost. The procedure shall be applied on knock-down basis as follows: -

1. Bidders Eligibility Assessment.

Initial evaluation of the proposals shall be carried-out by the **PROCUREMENT COMMITTEE** subsequent upon fulfilment of requirements of the eligibility criteria laid down under the heading of "Letter of Invitation for Bids - Eligibility Criteria for Bidders" in the following manner:

S.NO	Eligibility Factor	Requirement	Bidder 1 Yes/No	Bidder 2 Yes/No	Bidder 3 Yes/No
1	Experience	01 Assignments of Similar Nature and Complexity Worth PKR. 500,000 Million each in Previous 5			
2	Financial Capacity	Accumulated Turn over of at least PKR.700,000 Million in 02 Subsequent Previous Years			
3	Status As Active Tax Payer	Presence in Active Tax Payer List			
4	Tax Certificate	BRA Registration Certificate			
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan			

- i. Firm must score "YES" in all requirements of the eligibility criteria to be categorized as Eligible."NO" to any requirement of the eligibility criteria, by any bidder shall render the Firm as Ineligible.
- ii. Subsequent upon said assessment, Bidders shall be categorized as:
 - 1. Eligible Bidders
 - 2. Ineligible Bidders

2. Return of Financial Proposals to Ineligible Bidders.

Proposals from Ineligible Bidders shall be declared "Non-Responsive", consequently shall NOT be accepted for any further evaluation:

- 1. Their Financial Proposals shall be returned without being opened.
- 2. Their Bid security shall be released upon their written request.

3. Package wise Evaluation:

The Bids received from Eligible Bidders shall then be evaluated by the Technical Member / Committee or the Procurement Committee itself (If the required items are not technically complex) for conformance with the required technical qualification (which includes specification, schedule of requirements and all other administrative and legal requirements as stated in the Data-Sheet) on basis, in the following manner:

Technical Evaluation of Bids

S.NO	ITEM NAME	TECHNICAL REQUIREMENET	Mandatory	Eligibility Bidder 1 Fulfill Requirement YES / NO	Eligibility Bidder 2 Fulfill Requirement YES / NO	Eligibility Bidder 3 Fulfill Requirement YES / NO
1	78101802-Regional or national trucking services	<ul style="list-style-type: none"> • Transportation of Text Books to Summer Zone Community 	Yes			
2	78101802-Regional or national trucking services	<ul style="list-style-type: none"> • Transportation of Text Books to Summer Zone Community 	Yes			
3	78101802-Regional or national trucking services	<ul style="list-style-type: none"> • Transportation of Text Books to Summer Zone Community 	Yes			

- * List all requirements stated in the Data-sheet of the assignment & schedule of requirements, to evaluate the bid on all the required & mentioned technical characteristics.
- i. Bids conforming to the required technical qualification shall stand Responsive, hence will qualify for Financial Bid opening. All proposals shall be categorized as:
 1. Responsive Proposals
 2. Non-Responsive Proposals

4. Return of Non-Responsive Proposals & preparation of Technical Evaluation Report.

Technical Proposals not conforming to the required technical, administrative or legal requirements shall be declared as “Non-Responsive” and consequently shall NOT be accepted for any further evaluation:

1. Their financial proposals shall be returned without being opened.
2. Their Bid security shall be released upon their written request.
3. If the work can be split among multiple vendors and evaluation is being done on item-wise basis, then a Firm shall only be Non-Responsive for specific item/s in which it does not meet the minimum technical qualification. And may be recommended for item/s in which it is technically responsive.
4. Technical Evaluation Report shall be prepared duly signed by all the members of the **Procurement Committee**, giving **REASONS** for;
 - i. Acceptance of the Eligible & Responsive Bid/s
 - ii. Rejection of the Ineligible &/OR Non-Responsive Bid/s
5. Technical Evaluation concludes at this stage.

5. Financial Evaluation.

Financial Proposals of the Responsive Technical Proposals shall be publicly opened as specified in this document under the heading of “Letter of Invitation for Bid”. Financial Comparative Statement / Evaluation Report of the “Responsive Proposals” shall be prepared by the **Procurement Committee** in the following manner:

FINANCIAL EVALUATION OF BIDS

S.NO	Item Name / Model & Description	Quantity	Responsive Bidder 1 Yes/ No		Responsive Bidder 2 Yes/ No		Responsive Bidder 3 Yes/ No	
			Unit Price Exclusive of TAX	Total Price	Unit Price Exclusive of TAX	Total Price	Unit Price Exclusive of TAX	Total Price
1	78101802-Regional or national trucking services	1						
2	78101802-Regional or national trucking services	1						
3	78101802-Regional or national trucking services	1						

6. Recommendation of Procurement Committee & Uploading of Evaluation Report.

After Technical and Financial Evaluation of the Bids, both the Technical & the Financial Evaluation Reports shall be combined, this Report shall be called the “Evaluation Report”. The Evaluation Report must clearly state justification for acceptance of lowest evaluated Bid/s, and reason/s for non-acceptance of all other Bids. Consequently, lowest financial Bidder among the “Eligible and Responsive Bidders” shall be recommended for the Award of Contract/ Annual Rate Contracting Agreement by the **Procurement Committee**. The Procuring Agency shall upload this Bid Evaluation Report at the website of Balochistan Public Procurement Regulatory Authority under the relevant TSE number, at-least three days prior to the award of Contract. Copy of the same shall be provided to bidders upon their request.

7. Award of Contract.

Annual rate Contracting Agreement/ Contract shall be executed with the lowest evaluated bidder after three days of uploading of the Evaluation Report at B-PPRA Website.



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BIDDING DOCUMENT FOR THE PURCHASE OF

**HIRING OF SERVICES FOR LABOR AND TRANSPORTION OF BOOKS TO
SUMMER ZONES OF BALOCHISTAN**

(FINANCIAL PROPOSAL)

TSE-222306338152

NAME OF BIDDER:

(To be filled-in by the Bidder)

Designation of the Procurement Officer: _____

Procuring Agency's Address: _____

Procuring Agency's Phone: _____ **Fax No:** _____

Procuring Agency's Website: (If Any) _____

1. Financial Evaluation. Financial Proposals of the Responsive Technical Proposals shall be publicly opened as specified in this document under the heading of “Letter of Invitation for Bid”.

2. Financial Comparative Statement / Evaluation Report of the “Responsive Proposals” shall be prepared by the **Procurement Committee** in the following manner:

FINANCIAL EVALUATION OF BIDS

S.No	Item Name / Model & Description	Quantity	Responsive Bidder 1 Yes/No		Responsive Bidder 2 Yes/No		Responsive Bidder 3 Yes/No	
			Unit Price Exclusive of TAX	Total Price	Unit Price Exclusive of TAX	Total Price	Unit Price Exclusive of TAX	Total Price
1	78101802-Regional or national trucking services (Transportation of Text Books to Summer Zone Community Schools of Balochistan- to District Sibbi, Kachi, Jhal MAGsi and Jaffarabad: Labour and Transportation Charges from Balochistan Education Foundation Office to to District Sibbi, Kachi, Jhal MAGsi, Naseerabad and Jaffarabad)	1						
2	78101802-Regional or national trucking services (Transportation of Text Books to Summer Zone Community Schools of Balochistan- ii. District Noshki, Dalbandin and KHaran in Shazore: Labour and Transportation Charges from Balochistan Education Foundation Office to District Noshki, Dalbandin and Kharan)	1						
3	78101802-Regional or national trucking services (Transportation of Text Books to Summer Zone Community Schools of Balochistan: Labour and Transportation Charges from Balochistan Education Foundation Office to District Lasbela, Awaran, Turbat and Gwadar)	1						

Subsequently, the prepared Financial Evaluation Report shall duly be signed by all the members of the Procurement Committee.

INSTRUCTIONS FOR PREPARING FINANCIAL PROPOSAL

These Instruction are being given for strict compliance by the Bidders. **Failure to fulfill any instruction given here-under may result in dis-qualification of the Bid/s.**

Financial Proposals shall be prepared on following lines: -

1. Sealed Envelope containing the Financial Proposal should clearly state:
 - a. **“Name of Bidder ”**
 - b. **“Name of Tender”**
 - c. **“Financial Proposal”**
2. The portion of Financial Proposal of this bidding document duly filled, supported with Bidder’s covering Letter be attached as the Financial Proposal of the bidder
3. Following information should be attached/contained in the Financial proposal:-
 - a. Original Bid Security (If required by the Procuring Agency)
 - b. Taxes must be included along-with the price of each item
 - c. Financial Bid shall be prepared on the Bidders Letter Head in the following format:

A	B	C	D	E	F
S.No	Item Name	Quantity	Unit Price	Income Tax + GST	Total Price (Including Taxes)
A	B	C	C	E	(C x D) + E = F
1					
2					
3					
4					
5					

4. Serial Numbers of items must be quoted as mentioned in the “Bidding Document” (in-case of difference in serial numbers between “Bidding Documents” and “Financial Bid” the bid may qualify for rejection.
5. No technical detail / specification may be mentioned in the financial bid. In-case of multiple offers/ items quoted against a single item, each item may be distinguished as option # a, b, c etc. against the respective Serial No.
6. Offer must be quoted on TCA (Total Cost of Acquisition) basis at the risk & cost of the bidder. This means:
 - i. ALL costs (including duties, taxes & other Govt. payables) incurred up-to delivery at the designated location of the Procuring Agency
 - ii. Loading, unloading and other labor charges
 - iii. Complete services as required in the schedule of requirements of this bidding document
 - iv. Cost including fixation, assembling, dismantling etc. (As & where applicable)
7. Taxes must be included along-with the price of each item
8. In-case of any Tax exemptions, exemption certificate from the concerned Tax Office / Regional Tax Office pertaining particularly to this case may be provided; otherwise taxes shall be deducted as per Government Policy / Rules

CONTRACT AGREEMENT

This CONTRACT AGREEMENT (this "Contract") made as of the [day] of [month], [year], between **Balochistan 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 services as described in the contract.**

(b) **The Procuring Agency has requested the Contractor to provide certain services 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 services on the terms and conditions set forth in this Contract.

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

1. The Contractor hereby contracts / undertakes with the Procuring Agency to supply the services 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 services and remedying of damage therein.

3. The contract price for supplying satisfactorily 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

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 Balochistan Education Foundation (BEF): For [full legal name of the Contractor]:

Name :(As per CNIC) ----- Name :(As per CNIC) -----

Father Name: Designation: Address: Signature:

Father Name: CNIC Number: Designation: Address: Signature:

Thumb Impression: -----

WITNESSES: WITNESSES:

(First Party) (Second Party)

Name: (As per CNIC) ----- Name: (As per CNIC) -----

Father Name: CNIC Number: Designation: Address: Signature:

Father Name: CNIC Number: Designation: Address: Signature:

Thumb Impression: ----- Thumb Impression: -----

t;t;

INTEGRITY PACT

Contract No. _____ Dated _____

Contract Value: _____

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 Balochistan (GoB) or any administrative department or agency thereof or any other entity owned or controlled by GoB 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 Balochistan 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 GoB, 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 GoB 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 GoB under any law, contract or other instrument, be voidable at the option of GoB.

Notwithstanding any rights and remedies exercised by GoB in this regard, (name of Supplier) agrees to indemnify GoB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoB 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 from GoB.

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

(Seal) (Seal)

Bidding Document

**HIRING OF SERVICES FOR
LABOR AND TRANSPORTION
OF BOOKS TO SUMMER
ZONES OF BALOCHISTAN**



Balochistan Education Foundation (BEF)
House No. 1, 10, 11 Shalimar City
Near NADRA Verification Center, Airport Road Quetta.
Phone: (+92) 081-2301812-15
URL: <https://www.bef.org.pk/>

Important Note

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

Applicability of Balochistan Public Procurement Rules, 2014

This Bidding Process will be governed under Balochistan Public Procurement Rules 2014 as amended till date. In case any clause, terms or conditions of this bidding document is in conflict with Balochistan Procurement Rules, the provisions given in Balochistan Procurement Rules 2014 amended till date will prevail.

1 Invitation to Bid

1.1 Balochistan Public Procurement Rules to be followed

1.1.1 Balochistan Public Procurement Rules 2014 amended till date will strictly be followed. These may be obtained from BPPRA's website.

1.1.2 In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Balochistan Public Procurement Rules 2014.

1.2 Type of Open Competitive Bidding

1.2.1 As per Rule 41(2) of Balochistan Public Procurement Rules 2014, Single Stage – Two Envelope Bidding Procedure shall be followed.

1.2.2 Bids shall be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

1.3.2.1 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;and

1.3.2.8 It is mandatory for a bidder to bid for labor and transportation for all destinations with the given destination wise mileages. Bids for partial services, partial destinations and/or partial destination wise will be rejected.

1.3.2.9 Lowest evaluated bidder will be awarded the contract.

1.3.2.10 In case of equal financial bids submitted by different bidders at the time of financial opening, bid of the bidder who has more experience shall be given preference and will be selected. Experience will be calculated from the date of registration with FBR for NTN. In case bidders are registered on same day, one with highest financial soundness as per transactions in bank statement of the past two financial years will be preferred and selected.

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 "**Balochistan Education Foundation**".
- 2.1.2 Technical bids shall be publicly opened in office of Balochistan Education Foundation located at 1/10/11 Shalimar City near NADRA verification center Airport Road Quetta 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 said date 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. Attention of bidders is drawn to the provisions of this bidding document clauses regarding "**Determination of Responsiveness of Bid**" and "**Rejection and Disqualification of Bid**" for making their bids substantially responsive to 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 Procuring Agency will be permitted throughout the period of completion of 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 Bidders are required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.1.8 Failure to supply required services within the specified time period will invoke penalty as specified in this document.

3 TERMS AND CONDITIONS OF TENDER

3.1 Definitions

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

- 3.1.1 "Commencement Date of Contract" means the date of issuance of Acceptance Letter to the Contractor from the Procuring Agency.
- 3.1.2 "Day" means calendar day.
- 3.1.3 "Goods" mean the Textbooks for distribution among BEF community schools present in all over districts of Balochistan.
- 3.1.4 "Services" means services required in this tender which the contractor is required to provide to 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 specified addresses which 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/ BSTS as per relevant laws in Pakistan (whichever is applicable);
- 3.3.2 Has experience of providing transportation services to at least 1 or 2 clients supported by copies of workorders / contracts / MOUs / satisfactory completion certificates, etc.
- 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 two years;

Note: Verifiable documentary proof for all above requirements is mandatory, noncompliance shall lead to disqualification. Noncompliance of any term or condition mentioned in the relevant Invitation to Bid Notice or Bidding Document shall also lead to disqualification.

Bidders must submit bid security of 2% as per bid security clause of this document else their bids will be rejected. Bid security instrument must be enclosed with financial proposal.

3.4 Cost Related to Bid Preparation and Submission

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

3.5 Examination of Bidding Document

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

3.6 Clarification of Bidding Document

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

3.7 Amendment of 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. The amendment(s) shall be part of the Bidding Document and binding on the 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 Bid as per Rule 31 of Balochistan Public Procurement Rules,2014.

3.8 Preparation/ Submission of Bid

The bid along with all the related documents submitted by a bidder shall be in paper form. Bids submitted in any other form or language will be rejected. The bids shall be accompanied by the required Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall be completely filled in, stamped and signed by the bidder or its authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms, etc. 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 the submitted bids. 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 the bidder is not blacklisted anywhere in Pakistan in last two 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 Proof of registration with tax authorities for NTN and GSTN/ BRA as per relevant laws in Pakistan (whichever is applicable).

3.8.1.4 Copies of financial statements/ work orders/ contracts/ MOUs, etc. for the FY 2020-21 or 2021-22 depicting sound financial strength (minimum Rs.10 million turnover in a Financial year);

3.8.1.5 Copies of work orders / contracts / MOUs / satisfactory completion certificates, etc. as evidence of experience of providing transportation services to 1 to 2 clients;

3.8.1.6 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.

3.8.2 Financial Proposals shall comprise the following:

3.8.2.1 Price Schedule (Annexure-D).

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

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

Technical Proposal

[Name of Tender and Title]

[Name of Procuring Agency]

[Address of 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 and Title]

[Name of Procuring Agency]

[Address of Procuring Agency]

[Name of bidder]

[Address of bidder]

[Phone No. of bidder]

3.8.5 Bid shall be dropped by hand, courier or through registered mail to reach the Procurement Section of the Procuring Agency's office at 1/10/11 Shalimar City near NADRA verification center Airport Road Quetta not later than due date and time for submission of bids. No late bid shall be accepted.

3.9 Taxes and Duties

Bidders shall be entirely responsible for all taxes, duties and other such levies imposed and making inquiries on applicable taxes to the concerned authorities.

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 and charges related to duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, complementary services, etc. (whichever is applicable);

3.10.4 Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed Financial Proposal.

3.10.5 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.

- 3.10.6 The Contractor shall not charge prices for the services delivered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.
- 3.10.7 If a bidder quotes price of services without inclusion of taxes, it would be considered that the bid is inclusive of all applicable taxes.
- 3.10.8 It will be the responsibility of the bidder 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.
- 3.10.9 Bidder 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.
- 3.10.10 The Bids shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 3.10.10.1 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.
 - 3.10.10.2 If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the price schedule, the actual sum of the itemized total prices shall govern.
 - 3.10.10.3 If there is a discrepancy between the unit price and the total price entered in the price schedule, resulting from incorrect multiplication of the unit price by the quantity, the unit price 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 price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - 3.10.10.4 The bid price as determined after arithmetic corrections shall be termed as the **Corrected total bid price** which shall be binding upon the bidder.
 - 3.10.10.5 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 Balochistan Education Foundation;
- 3.11.2 Personal or business cheque shall not be entertained in any case.
- 3.11.3 Bidders are required to submit bid security of 2% as per bid security Rule of Balochistan Public Procurement Rules 2014 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;
- 3.11.4 Must be enclosed in the envelope of financial proposal otherwise the bid will be declared non-responsive / disqualified;
- 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
- 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 signing of contract.

3.11.8 Bid security will not be adjustable against any payment.

3.11.9 Balochistan Education Foundation is not responsible to pay any interest or benefit on the amounts submitted as bid security against this bid that could accumulate in the same period by investing or depositing in any bank or any other such institution, organization or elsewhere;

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.

3.11.10.4 Lowest evaluated bidder refuses to sign the contract.

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 bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended.

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 its submission prior to the deadline for submission of bids.

3.13.2 The bid, withdrawn after the deadline for submission of bids and prior to the expiration of the period of Bid Validity, shall result in forfeiture of the Bid Security.

3.14 Determination of Responsiveness of Bid

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

3.14.1 Meets the eligibility criteria given herein this Bidding Document;

3.14.2 Offers fixed price for complete services as per Price Schedule;

3.14.3 Conforms to all terms and conditions of the documents issued by Procuring Agency in reference to this procurement process. 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;

3.14.4 A material deviation or reservation is one which affects the scope, quality of services or limits the Procuring Agency's rights or the bidder's obligations under the Contract.

3.14.5 A bid determined as not substantially responsive shall not subsequently be made responsive by the bidder by correction or withdrawal of the material deviation or reservation.

3.15 Rejection and Disqualification of 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 bids. However, bidders shall be promptly informed about the rejection of the bids, if any as per Rule 358 of BPPRA 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:

- 3.15.1** Substantially non-responsive in a manner prescribed in this document especially to the clause '**Determination of Responsiveness of Bid**'; or
- 3.15.2** Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 3.15.3** Submitted bid is not in paper form;
- 3.15.4** Incomplete, partial, conditional, alternative, late; or
- 3.15.5** A bidder has conflict of interest with the Procuring Agency; or
- 3.15.6** A bidder tries to influence the Bid evaluation/ Contract award; or
- 3.15.7** A bidder engages in corrupt or fraudulent practices in competing for the contract award;
- 3.15.8** A bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;
- 3.15.9** A bidder fails to meet the Technical and Financial evaluation of Proposal;
- 3.15.10** There is any discrepancy between Bidding Documents and bidder's proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 3.15.11** Bidder does not enclose bid security instrument either in the envelope of technical or financial proposal
- 3.15.12** A bidder submits any financial condition as part of its bid which is not in conformity with bidding document.
- 3.15.13** A bidder discloses price in the Technical Proposal.

3.16 TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

Bidders who have duly complied with Bid Eligibility and requirements of the relevant bidding document will be eligible for further processing.

- 3.16.1** During the technical evaluation no amendments in the technical proposal shall be permitted;
- 3.16.2** 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.
- 3.16.3** 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;
- 3.16.4** The financial proposals of the bids found technically nonresponsive shall be returned unopened to the respective bidders;
- 3.16.5** All bidders may check results (bid evaluation) at website of BPPRA or BEF.

3.17 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.

3.18 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.

3.18.1 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 bid evaluation report.

3.18.2 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of complaint.

3.18.3 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

3.19 Language of Bid

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

3.20 Eligible Goods and Services

In case imported, goods associated with the provision of services under the contract shall be imported via eligible source countries and all expenditures made under the contract shall be limited only 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 **Balochistan 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 services as described in the contract.
- (b) The Procuring Agency has requested the Contractor to provide certain services 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 services on the terms and conditions set forth in this Contract.

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

1. The Contractor hereby contracts / undertakes with the Procuring Agency to supply the services 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 services and remedying of damage therein.
3. The contract price for supplying satisfactorily 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
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 **Balochistan Education Foundation (BEF):** For **[full legal name of the Contractor]:**

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

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

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 Terms of Reference/ Scope of Required Services

Balochistan Education Foundation provides free text books to the students studying in its community schools every year. BEF gets these text books printed from Balochistan Curriculum and Textbook Board (BCTB). It is to apprise that text books shall be provided to the students for Academic Year 2023-24 which shall be properly packed as per sheets provided by the procuring agency and loaded, transported and offloaded (including sorting, merging and stacking) to all **districts warehouses within Balochistan.**

A. CONTRACTOR RESPONSIBILITIES

1. **Transportation and Loading, Offloading, of Books from Balochistan Education Foundation to**
 - I. **District Sibbi, Kachi, Jhal Magsi, Naseerabad and Jaffarabad;**
 - II. **District Noshki, Dalbandin and Kharan;**
 - III. **District Lasbela, Awaran, Turbat and Gwadar.**
2. The Contractor will be solely responsible to transport the Goods, while ensuring all safety measures, from Balochistan Education Foundation to all Summer Zone Regions of Balochistan (List of Summer Zone attached in Annexure-D).
3. The contractor will be solely responsible to provide vehicle which is with lock and seal facility to transport the goods to all destinations. No vehicle without lock or seal will be allowed to transport the goods in any circumstance.
4. Plan for the dispatch of Goods given by BEF representatives to the Contactor must be complied with in true letter and spirit without any deviation.
5. The Contactor will be solely responsible to seek permission from the concerned authorities for movement of trucks/vehicles within cities during restricted hours.
6. The Contactor must carry out district warehouse verification in order to make necessary arrangements for parking of the vehicles.
7. The contactor is bound to lock and seal the vehicle before transporting the Goods and is also responsible not to unlock or unseal the vehicle in absence of BEF's representative.
8. Safe return of the goods from destinations/venues to BEF office in Quetta in case of left over stock (if any).
9. The Contactor will be bound to return the Goods as many times required by the Procuring Agency in case of left over stock (if any).
10. The contractor shall provide district warehouse and vehicle/truck wise computerized handing/taking over slips against all the unloaded transported books to all assigned districts of Balochistan. Handing/Taking over should consist of the following:
 - a) Total books uploaded/unloaded details.
 - b) District Name.
 - c) BEF district based representative name and sign of handing over.

11. As per plan communicated by BEF representatives, the Contactor will be bound to arrange the vehicle(s) for transportation of the Goods irrespective of any weight limitations i.e. minimum weight requirements. Vehicle wise average weight to be loaded is as under.

Regional Wise Transportation & Distances Calculation Summer Zone						
S#	Region #	Books for Communit school District	Exact Location for unloading Books	No of Books (avrage 4 books per set are estimated)	Distance/KM	Total Distance of the region
1	1 South East A	Sibi	Sibi City	2360	165	465
2		Kachi	Bagh Nari	4880	100	
3		Jhal Magsi	Gandawa	6000	200	
				13240		
4	2 South East B	Naseerabad	DMJ	12560	351	476
5		Jaffarabad	DAY	5880	42	
				18,440		
8	3 South West A	Noushki	Noushki City	740	148	840
9		Chaghi	Dalbandin	2400	265	
10		Kharan & Washuk	Kharan City	4880	427	
				8020		
11	4 South West B	Lasbella	Bela City	4960	260	823
12		Awaran	Awaran	4000	160	
14		Kech	Turbat City	4800	243	
15		Gwadar	Gwadar City	1600	160	
				15360		
				55168	2604	2604

12. The vehicle for transportation activity must be available at Balochistan Education Foundation at or before 9:00 am. These timings must be strictly observed.
13. The contractor will ensure the availability of driver with vehicle during the loading of books.
14. The contractor shall ensure that only assigned district Warehouse Incharge/Focal Person shall open lock adremove seal of container at District warehouse.
15. The contractor will liable to sign the Books Dispatch Note (BDN) after ensuring quantities to

the level of satisfaction.

16. The Contactor will be responsible for handing over the Goods to district Warehouse Incharge/Focal Person as per Books Dispatch Note (BDN) and obtain the receiving of the same.
17. The contractor will be responsible to handover original BDN duly signed and stamped by District Warehouse Incharge/Focal Person after completion of all transportation of books.
18. The sole responsibility lies with the Contactor for secure transportation, safe custody and handing over the Goods to BEF representative at the destination as per BDN handed over. Incase of overnight retention due to late delivery the Contactor will be held responsible for secure custody of the Goods until offloaded.
19. The Contractor will be responsible for deploying the required number of labor as per table mentioned below against each container/truck and complete the loading activity with respective number of labor before close of business hours i.e. 5:00 pm.
20. The contractor is liable to make available any required equipment/tools (lifter, pilot, trolley etc.) to labor for moving the Goods within warehouse, as part of contract scope.
21. To supply specified number of labor force to load and offload the Goods from Trucks/ Containers (having capacity of 30 tons or more) at Central Warehouse and District warehouses. This activity shall also include packaging wise list will be provided and the sorting and merging of Goods along with title wise stacking.
22. The contractor will provide one supervisor to supervise the whole activity in order to comply with the daily and weekly plans duly shared by BEF representative.
23. As per the plan communicated by BEF representatives, the Contactor will be bound to arrange and make further relevant arrangements of labor for loading, offloading including packaging sorting, merging and stacking of the Goods irrespective of any time period or weight limitations.
24. Loading activity must be planned and completed keeping in view BEF's official timing i.e. between 9:00 am to 04:00 pm. Contractor will be liable to make labor force available at BEF Office where books will be loaded at or before 9:00 am. These timings must be strictly observed.
25. The labor will work uninterruptedly with one time lunch/ prayer break from 1:00 pm to 1:45 pm.
26. Contractor will ensure that warehouse security & safety measures are adhered to and followed by workforce. Anything that causes fire hazards (e.g. smoking, fire lighter etc.) is strictly prohibited in warehouse premises.
27. Contractor will ensure compliance with labor laws which revokes, among other, deployment of child labor.
28. The contractor will be liable to load the correct number of books with correct titles onto the vehicle. BEF would not be liable for any rework caused by any mistake/ error on the part of the contractor.
29. If any of the title or books or quantities are loaded wrongly, the contractor will be liable to offload and reload the correct and accurate number of books/titles.
30. Plan for the dispatch of Goods given by BEF representatives to the Contactor must be complied with in true letter and spirit without any deviation.
31. After loading of books, the Contactor will be bound to make relevant arrangements of labor

for packaging, sorting, merging and stacking of the books that are displaced during loading of books.

Note: The successful bidder will be required to provide the Services during the currency of the contract. Procuring Agency reserves the right to make amendments in the given tentative dates/ dispatch plan; the same will be communicated to the Contractor 48 hours before execution of the same.

4.2 Contract Duration

The contract duration shall be for the period of one year (01) from the date of signing of Contract. However, any work awarded before the expiry of one (01) year 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 contractor 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 contract;
- 4.3.5** Will be retained for a period of 30 days after the completion/ termination of contract or until all the obligations under the contract have been fulfilled subject to Satisfactory Completion Certificate by concerned department;
- 4.3.6** In Pak Rupees;
- 4.3.7** Performance guarantee will not be adjustable against any payment;
- 4.3.8** Balochistan Education Foundation is not responsible to pay any interest or benefit on the amounts submitted as performance guarantee against this bid that could accumulate in the same

period by investing or depositing in any bank or any other such institution, organization or elsewhere;

4.3.9 The Performance Guarantee may be forfeited if:

4.3.9.1 The contractor commits a default under the contract;

4.3.9.2 The contractor fails to fulfill any of the obligations under the contract;

4.3.9.3 The contractor violates any of the considerable terms and conditions of the contract.

The 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 provide the required Services as is sufficient to prevent the damage or deterioration of the Goods during storage and transit to their final destination as indicated in the Contract. For secure and safe transit of the Goods (from theft, climate/weather conditions, etc.), contractor shall ensure the provision of vehicle with proper sealing mechanism enabled facilities to secure the Goods from transit hazards.

4.4.2 The Contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery (Books Dispatch Note). In case of any undue delay observed in delivery of books, contractor shall be penalized as per the liquidated damages clause of the document.

4.4.3 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.

4.4.4 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 thereof.

4.5 Liquidated Damages

Liquidated damages will be applicable as per details mentioned below:

4.5.1 If the Contractor fails to provide the required Service as is sufficient to prevent the damage or deterioration of books during storage and transit to their final destination as indicated in the work order, the Procuring Agency may either deduct the amount from the payment or the contractor shall pay the Procuring Agency the amount equal to the original cost of the damaged/lost Goods due to any reason e.g. accident, rain, damage and theft etc.

4.5.2 Further, if undue delay (exceeding 12 hours from the due time of delivery) in delivery of goods by contractor is observed, Procuring Agency shall hold the right to impose the penalty that shall be 10% of particular truck-transport amount.

4.5.3 In case of non-compliance of dispatch plan shared by BEF to the contractor, penalty of 10% shall be charged on particular truck-transport amount on the basis of plan.

4.5.4 In case of dedicated vehicle for transportation of books is not provided, penalty of 10% shall be charged on particular truck-transport amount.

4.5.5 If inconsistency in quantity of books is found between what is dispatched and what is received at particular tehsil warehouse and it is materially evident that difference in quantities is mainly because of lapses on the part of contractor, contractor shall be liable to bear the damages equivalent to the value of books misplaced/ mishandled.

4.6 Payment

- 4.6.1** The Contractor is bound to submit district warehouse wise computerized Handing/taken over slips of all vehicles carrying the Goods from contractor owned central warehouse Quetta to dsitric warehouse and viceversa.
- 4.6.2** The Contractor shall submit all the required documents for Payment to the Procuring Agency which include invoices, district warehouse wise original signed from BEF district representative, destination wise breakup of transportation charges, work completion certificate, receipts or other documentary evidence as the Procuring Agency may require; state the amount claimed; and set forth in detail in the order of the Price Schedule.
- 4.6.3** The Procuring Agency shall pay the amount verified within thirty (30) days. Payment shall not be made in advance.
- 4.6.4** The Procuring Agency shall make payment at the completion of assignment/activity subject to satisfactory completion of services as per work order.
- 4.6.5** The Procuring Agency shall make payment for the defect free services supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque/ PO/DD/CDR.
- 4.6.6** All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan/Balochistan.
- 4.6.7** 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.

4.7 Satisfactory Completion Certificate for Services

The Procuring Agency will issue Satisfactory Completion Certificate, sub work order wise (if any), to the Contractor upon successful completion of delivery of services which the Contractor is liable to provide in consideration of this Contract.

4.8 Contract Amendment

- 4.8.1** 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.
- 4.8.2** 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.
- 4.8.3** 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.
- 4.8.4** No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.

5 General Conditions of Contract

5.1 Contract

The successful bidder shall 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 Government 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 be either 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 services 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 services or any part thereof.

5.7 Inspection and Verification

The Procuring Agency may reject the services 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.

The Procuring Agency's right to inspect and, where necessary, reject the services shall in no way be limited or waived by reason of the services having previously been inspected and passed by the Procuring Agency or its representative prior to the services delivery from the point of Supply.

5.8 Assignment / Subcontract

5.8.1 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.

5.8.2 The Contractor shall guarantee that any and all assignees of the Contractor shall, for performance of any part/ whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the services under thecontract.

5.9 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.

5.10 Termination for Default

5.10.1 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).

5.10.2 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, services, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.11 Termination for Convenience

5.11.1 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.

5.11.2 The services, 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.

5.11.3 For the remaining services, the Procuring Agency may elect:

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

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

5.12 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.

5.13 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.

5.13.1 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.

5.13.2 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.

5.13.3 Force Majeure shall not include:

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

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

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

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

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

5.14 Dispute Resolution

5.14.1 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.

5.15 Authorized Representative

5.15.1 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.

5.15.2 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.

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

5.15.4 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 **Balochistan Education Foundation (BEF):**

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

Thumb Impression: -----

WITNESSES:

(First Party)

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

Thumb Impression: -----

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

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: -----

ANNEXURES

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
Balochistan Education Foundation,
House # 1/10/11 Shalimar City Near NADRA Varification Center
Airport Road, Quetta.

**Subject: TENDER FOR HIRING OF SERVICES FOR
TRANSPORTATION OF BOOKS THROUGHOUT
BALOCHISTAN**

Dear Concerned,

- a) Having examined the documents issued by the Procuring Agency related to this procurement process which include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, emails sent for information, etc. (whichever is applicable). We, the undersigned, in conformity with the said document, offer to provide the said services 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 price-able service is kept hidden and 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 services mentioned in the Contract within time frame specified, starting from the date of receipt of notification of award from the Procuring Agency.
- 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 Balochistan 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 cover any expenses incurred by us in bidding.

Name and Designation of Signatory

Authorized Signatures with Official Stamp

Dated: _____

ANNEXURE-D

Regional Wise Transportation & Distances Calculation Summer Zone						
S#	Region #	Books for Communit school District	Exact Location for unloading Books	No of Books (avrage 4 books per set are estimated)	Distance/KM	Total Distance of the region
1	1 South East A	Sibi	Sibi City	2360	165	465
2		Kachi	Bagh Nari	4880	100	
3		Jhal Magsi	Gandawa	6000	200	
				13240		
4	2 South East B	Naseerabad	DMJ	12560	351	476
5		Jaffarabad	DAY	5880	42	
				18,440		
8	3 South West A	Noushki	Noushki City	740	148	840
9		Chaghi	Dalbandin	2400	265	
10		Kharan & Washuk	Kharan City	4880	427	
				8020		
11	4 South West B	Lasbella	Bela City	4960	260	823
12		Awaran	Awaran	4000	160	
14		Kech	Turbat City	4800	243	
15		Gwadar	Gwadar City	1600	160	
				15360		
				55168	2604	2604

ANNEXURE-D Data Sheet for Financial Evaluation

Item No	Description	Unit	Cost/Unit	Total Cost
1.	Transportation of Text Books to Summer Zone Community School i. District Sibbi, Kachi, Jhal MAgsi, Naseerabad and Jaffarabad in Truck	01		
2.	Transportation of Text Books to Summer Zone Community School ii. District Noshki, Dalbandin and KHaran in Shazore	01		
3.	Transportation of Text Books to Summer Zone Community School iii. District Lasbela, Awara, Turbat and Gwadar in Truck	01		

Important Notes:

- i. It is compulsory to bid for all destinations.
- ii. Aggregate lowest bidder will be awarded the contract.
- iii. The destination wise Books may vary i.e., increase or decrease as per actual requirement.

Attention Bidders

“Price schedule must be enclosed with financial proposal only. Don’t disclose prices on this page in technical proposal otherwise your bid will be rejected/disqualified”.

INSTRUCTIONS FOR PREPARING TECHNICAL BID

These Instruction are being given for strict compliance by the Bidders. **Failure to fulfill any instruction given here-under may result in dis-qualification of the Bid/s.**

Proposals shall be prepared on following lines: -

1. Sealed Envelope containing the Technical Proposal should clearly state:
 - a. **“Name of Bidder ”**
 - b. **“Name of Tender ”**
 - c. **“TECHNICAL PROPOSAL”**
2. The portion of Technical Proposal of this bidding document duly filled, supported with Bidder’s covering Letter and the technical Bid on Bidders Letter Head be attached as the Technical Proposal.
3. Technical Proposal shall be prepared keeping in view the specifications provided in the Data Sheet and the schedule of requirements.
4. Following information should be attached/contained in the Technical Proposal: -
 - a. Receipt of payment of **Bidding Document Fee** (If required by the Procuring Agency)
 - b. **Completion time**, which means; time consumed in delivery to the designated location of the Procuring Agency, time required for demonstration, fixation, installation, commissioning & training (as the case may be) of the delivered Items
 - c. Documentary **evidence of fulfillment of eligibility criteria** for Bidders as required by the Procuring Agency.
 - d. Documentary evidence of **fulfillment of complete schedule of requirements as per evaluation criteria** including technical, administrative and service requirements of the Procuring Agency
 - e. **Brochure** / technical literature of the quoted items
 - f. **Description of status** as Dealership / authorization from the manufacturer / authorized importer / distributor / manufacturer / retailer etc. (as the case may be) as required by the Procuring agency in the schedule of requirements
 - g. Description of post-sales services / service contract stating the **terms of sales and after-sales support** (as the case may be) as required by the Procuring agency in the schedule of requirements
 - h. **Guaranty/Warranty** details. (As applicable) as required by the Procuring agency in the schedule of requirements.
 - i. **Format of Product genuineness** / method of Product verification from the Manufacturer, such as unique Product code etc. (Where applicable) as required by the Procuring agency in the schedule of requirements.
 - j. Every page of the **Bid must be numbered, signed & stamped** by the authorized representative. Page 32 of 33
5. Attachment of any document not demanded by the Procuring Agency at instruction 4 of “Instruction for preparation of Technical Bid” is strictly prohibited and may result in disqualification of bid.

Evaluation Criteria for Single Stage Two Envelope: Selection of the successful bidder shall be based on the **Least-Cost Selection Method** which means, **“Eligible Bidder quoting Technically Responsive items at the lowest financial cost”**

The procedure shall be applied on knock-down basis as follows: -

1. **Bidders Eligibility Assessment.** Initial evaluation of the Technical proposals shall be carried-out by the **PROCUREMENT COMMITTEE**, as per the requirements of the eligibility criteria laid down under the heading of “Letter of Invitation for Bids – Eligibility Criteria for Bidders” in the following manner:

Bidders Eligibility Factor	Requirement	Bidder 1	Bidder 2	Bidder 3
		YES / NO	YES / NO	YES / NO
Registration with Income Tax	Copy of NTN attached?			
Registration with Sales-Tax	Copy of GSTRN attached?			
Relevant Experience	For Self-experienced / Old Firms: ___ No. of Supply Orders with relevant completion certificate or Inspection Report of successfully completed similar assignments attached?			
	For In-experienced / New Firms: Signed & stamped copy of MoU / JV or Agreement of support, with a Firm fulfilling the above-mentioned criteria duly attested by Notary Public attached?			
Financial Capacity	Bank Certificate of Company’s Bank Account certifying annual turn-over of PKR. ___ For the past _ years attached?			
Agreement with all the terms & conditions	Signature & company seal at every page of bidding document affixed?			
Delivery time	Is the quoted completion time within the stipulated time period?			
Any other relevant factor	(To be specified by the Procuring Agency if required)			

- i. Firm must score “YES” in all requirements of the eligibility criteria to be categorized as Eligible. “NO” to any requirement of the eligibility criteria, by any bidder shall render the Firm as Ineligible.
 - ii. Subsequent upon said assessment, Bidders shall be categorized as:
 1. Eligible Bidders
 2. Ineligible Bidders
2. **Return of Financial Proposals from Ineligible Bidders.** Proposals from Ineligible Bidders shall be declared “Non-Responsive”, consequently shall **NOT** be accepted for any further evaluation:
 - i. Their Financial Proposals shall be returned without being opened.
 - ii. Their Bid security shall be released upon their written request.
 3. **Item-wise / Package-wise (Select 1 option) Evaluation.** The Bids received from Eligible Bidders shall then be evaluated by the **TECHNICAL MEMBER / COMMITTEE OR THE PROCUREMENT COMMITTEE ITSELF** (If the required items are not technically complex) for conformance with the required technical qualification (which includes specification, schedule of requirements and all other administrative and legal requirements as stated in the Data-Sheet) on **Item-wise / Package-wise (Select 1 option)** basis, in the following manner:

TECHNICAL EVALUATION OF BIDS

Item Name	* Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
		Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
Item 1	Requirement 1						
	Requirement 2						
	Requirement 3						
Item 2	Requirement 1						
	Requirement 2						
	Requirement 3						
Item 3	Requirement 1						
	Requirement 2						
	Requirement 3						
Item 4	Requirement 1						
	Requirement 2						
	Requirement 3						
Item 5	Requirement 1						
	Requirement 2						
	Requirement 3						

* List all requirements stated in the Data-sheet of the assignment & schedule of requirements, to evaluate the bid on all the required & mentioned technical characteristics.

- i. Bids conforming to the required technical qualification shall stand Responsive, hence will qualify for Financial Bid opening. All proposals shall be categorized as:
 - 1. Responsive Proposals
 - 2. Non-Responsive Proposals

4. **Return of Non-Responsive Proposals & preparation of Technical Evaluation Report.** Technical Proposals not conforming to the required technical, administrative or legal requirements shall be declared as “Non-Responsive” and consequently shall **NOT** be accepted for any further evaluation:
- i. Their financial proposals shall be returned without being opened.
 - ii. Their Bid security shall be released upon their written request.
 - iii. If the work can be split among multiple vendors and evaluation is being done on item-wise basis, then a Firm shall only be Non-Responsive for specific item/s in which it does not meet the minimum technical qualification. And may be recommended for item/s in which it is technically responsive.
 - iv. Technical Evaluation Report shall be prepared duly signed by all the members of the Procurement Committee, giving **REASONS** for;
 - 1. Acceptance of the Eligible & Responsive Bid/s and;
 - 2. Rejection of the Ineligible &/OR Non-Responsive Bid/s
 - v. Technical Evaluation concludes at this stage.

5. **Financial Evaluation.** Financial Proposals of the Responsive Technical Proposals shall be publicly opened in the same/ next (Select 1 option) meeting as specified in this document under the heading of “Letter of Invitation for Bid”. Financial Comparative Statement / Evaluation Report of the “Responsive Proposals” shall be prepared by the **PROCUREMENT COMMITTEE** in the following manner:

FINANCIAL EVALUATION OF BIDS							
Item/s Name / Model & description	Quantity	Responsive Bidder 1		Responsive Bidder 2		Responsive Bidder 3	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Item 1							
Item 2							
Item 3							
Item 4							
Item 5							

- i. Subsequently, the prepared Financial Evaluation Report shall duly be signed by all the members of the Procurement Committee.
6. **Recommendation of Procurement Committee & Uploading of Evaluation Report.** After Technical and Financial Evaluation of the Bids, both the Technical & the Financial Evaluation Reports shall be combined, this Report shall be called the “Evaluation Report”. The Evaluation Report must clearly state justification for acceptance of lowest evaluated Bid/s, and reason/s for non-acceptance of all other Bids. Consequently, lowest financial Bidder among the “Eligible and Responsive Bidders” shall be recommended for the Award of Contract by the **PROCUREMENT COMMITTEE**. The Procuring Agency shall upload this Bid Evaluation Report at the website of Balochistan Public Procurement Regulatory Authority under the relevant TSE number, at-least ten days prior to the award of Contract. Copy of the same shall be provided to bidders upon their request.
7. **Award of Contract.** Contract for Supply of Item/s to the recommended Bidder/s i.e. the lowest evaluated bidder/s (“Eligible Bidder/s quoting Technically Responsive items at lowest Financial cost, for each item / Complete Package” (Select 1 option)), shall be placed after ten days of uploading of the Evaluation Report at B-PPRA Website.

INSTRUCTIONS FOR PREPARING FINANCIAL PROPOSAL

These Instruction are being given for strict compliance by the Bidders. **Failure to fulfill any instruction given here-under may result in dis-qualification of the Bid/s.**

Financial Proposals shall be prepared on following lines: -

1. Sealed Envelope containing the Financial Proposal should clearly state:
 - a. **“Name of Bidder ”**
 - b. **“Name of Tender ”**
 - c. **“Financial Proposal”**
2. The portion of Financial Proposal of this bidding document duly filled, supported with Bidder’s covering Letter be attached as the Financial Proposal of the bidder
3. Following information should be attached/contained in the Financial proposal :-
 - a. Original Bid Security
 - b. Original Performance Security (If required by the Procuring Agency)
 - c. The Financial Bid on the bidders letter head in the following format:

S. No.	Item Name / Model No. / Description	Quantity	Unit Price	Total Price
1				
2				
3				
4				
5				

- d. Any other information relevant to the technical aspect of the items deemed necessary by the Bidder to mention.
4. Serial Numbers of items must be quoted as mentioned in the “Bidding Document” (in-case of difference in serial numbers between “Bidding Documents” and “Financial Bid” the bid may qualify for rejection.
5. No technical detail / specification may be mentioned in the financial bid. In-case of multiple offers/ items quoted against a single item, each item may be distinguished as option # a, b, c etc. against the respective Serial No.
6. Offer must be quoted on TCA (Total Cost of Acquisition) basis at the risk & cost of the bidder. This means:
 - i. ALL costs (including duties, taxes & other Govt. payables) incurred up-to delivery at the designated location of the Procuring Agency
 - ii. Loading, unloading and other labor charges
 - iii. Complete services as required in the schedule of requirements of this bidding document
 - iv. Cost including fixation, assembling, dismantling etc. (As & where applicable)
7. Taxes must be included along-with the price of each item
8. In-case of any Tax exemptions, exemption certificate from the concerned Tax Office / Regional Tax Office pertaining particularly to this case may be provided; otherwise taxes shall be deducted as per Government Policy / Rules
9. Every page of the Bid must be numbered, signed & stamped by the authorized representative.

GENERAL TERMS AND CONDITIONS:

1. Completion time may be clearly specified. Where completion time shall mean; time consumed in delivery of the ordered items to the designated location of Procuring Agency, including but not limited to time required for installation, commissioning & training. **(Complete delivery as per the schedule of requirements services detailed in the Data-Sheet)**
2. Maximum completion time for the order is _____ Days from the date of Supply Order
3. Tenders must be quoted in Pakistani Rupees (PKR).
4. Tax Liability:
 - i. Complete Tax liability is to be borne by the Vendor
 - ii. Quoted prices shall be inclusive of all applicable Taxes, be filled item-wise as per the aforementioned format at Para-2 and may not be applied to the sub-total of the package.
 - iii. In-case of any Tax exemptions, exemption certificate from the concerned Tax Office / Regional Tax Office pertaining particularly to this case may be provided; otherwise taxes shall be deducted as per Government Policy / Rules.
5. Validity of the bid would be at-least ___ days (to be specified by the procuring agency/ office) from the date of Tender opening
6. Financial Bids must be accompanied with Bid Security in the form of Bank Guarantee or Deposit at Call from a scheduled bank @ 2% of total bid value favoring the Procurement Officer
7. Performance Security @ 10% of the Supply Order value in the form of Pay Order, Demand Draft, Bank Guarantee, or Insurance Bond (by AA ranking Insurance Company) favoring the Procurement Officer, shall be required to be provided by the bidder at the time of acceptance of Supply Order/ award of contract.
8. In case of late delivery, the supplier may be blacklisted and late delivery penalty (Liquidated Damages) shall be imposed at the rate of ___% (of the value of items delivered late) per day, upto a maximum of 10% of the Contract Value
9. The Consignment, as per the Supply Order, must be accompanied by the authorized representative (technical) at the time of delivery at procuring agency/ designated Office.
10. Partial delivery is **allowed/Not-allowed** – (Select 1)
11. Quantity may vary up-to an extent of **15%** of quantities specified in the “Data-Sheet of the Assignment” as per requirement of Procuring Agency
12. Bid Security of successful bidder/s shall be released upon submission of Performance Security.
13. Bid Security of unsuccessful bidder/s shall be released within thirty days from the date of award of contract to the successful bidder/s.
14. Work may be split among multiple lowest evaluated bidders, on the basis of the evaluation criteria for independent / non-related items.
15. Provision of partial payment does not exist in this Tender; payment shall be made within one month from the date of successful inspection.
16. Payment release is subject to satisfactory inspection by the joint team comprising of:
 - i. The Purchase Committee of Procuring Agency
 - ii. Authorized representative of the Vendor (To be clearly specified in the Tender Document)
17. Performance security of the successful bidder/s shall be released within two months from the date of successful inspection. In case of unsatisfactory performance on part of the supplier, the “Performance Security” shall be forfeited or retained till satisfactory completion of task.
18. **Any other terms or conditions deemed necessary by the Procuring Agency.**

CURRENCY & BID VALIDITY

DECLARATION BY THE BIDDER

I solemnly undertake that:

- a. Having read, understood & made myself aware of all the Terms & conditions mentioned in this Bidding Document & the Rules, Regulations & Policies of the Government of Balochistan, governing the procurement & financial matters, **AGREE, ACCEPT & UNDETAKE TO ABIDE BY THE SAME.**
- b. The information provided in this form is correct to the best of my knowledge & in the event of change; details will be provided as soon as possible

Name & Designation _____

Signature _____ Date _____

Company stamp.