

Reference Number TSE-232405406871

Dated 08 May, 2024



BPPRA

**Balochistan Education Foundation**  
**BIDDING DOCUMENT FOR**  
**PURCHASE OF STATIONERY ITEMS FOR**  
**BALOCHISTAN EDUCATION FOUNDATION (BEF)**  
**OFFICE**  
**(TECHNICAL PROPOSAL)**  
**TSE-232405406871**

**NAME OF BIDDER:** \_\_\_\_\_

(To be filled-in by the Bidder)

Note: In All Procurements of GOB Whether Through Electronic or Manual Bid Submission, It is Mandatory For All Bidders to Get Registered At Electronic Public Procurement System of BPPRA GOB.

## Invitation Letter

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 **Stationary** as per details contained here - under:...

Headers	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
Method of Procurement	Open Competitive Bidding
Bidding Procedure	Single Stage Two Envelope Bidding Procedure
Evaluation Mechanism	R2 - Eligibility check with responsiveness based on Yes/No Evaluation then Financial Evaluation.
Evaluation Type	Package Wise
Issuance of Bidding Documents	From office of the Procurement officer during working hours up-to one working day prior to the opening of bids and from BPPRA Website www.bppra.gob.pk <b>TSE-232405406871 Note: Downloaded Bidding document DOES NOT REQUIRE signature and stamp of the procurement officer and can freely be downloaded and used from BPPRA Website</b>
Deadline for Submission of Bids	Date 27 May, 2024 & Time 10:45 AM through courier or may be dropped in the Tender Box at the office of the Procuring Agency
Opening Date/Time of bids	27 May, 2024 11:45 AM at the location <b>HOUSE NO 1,10,11,12 SHALIMAR CITY NEAR NADRA VERIFICATION CENTER AIRPORT ROAD QUETTA</b>
Opening Date/Time of Financial bids	<b>Shall be communicated by the Procuring Agency on the completion of technical evaluation</b>
Bidding Document Fee	Not Required.
Bid Security	Amount: <b>2%</b> of the Bid Value (%age of Offered Cost) Manner of Payment: Deposit at Call, Beneficiary: Balochistan Education Foundation
Performance Security	Not Required
Allow Financial Bids In Foreign Currencies	No
Scope of bidding	National
Bid Validity Period (Days)	90
JV-Consortium Allowed	No

### Eligibility Criteria for Bidders:

S No.	Eligibility Factors	Requirement	Document Required
1	Experience	03 Assignments of Similar Nature and Complexity 800,000 in Previous 03 Years	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	Turn over of at least 700,000 PKR in 03 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	Sales Tax Registration	Sales Tax Certificate	GST Registration 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
6	Stationery Samples assessing quality	Lowest Evaluated Bidder will provide Stationery Samples before work order/award of contract for ensuring premium quality of products. Samples if found with lower quality will be rejected and will be asked to provide items as per our requirement mentioned in this bidding document	All bidders are required to write acknowledgment on company's letter head to accept that if evaluated as lowest bidder the company/firm will provide samples of premium branded qualities items as mentioned in the bidding document and if found lower the Procuring Agency has the right to change the items with the premium branded quality
7	Warranty	Warranty for any items described will be required	Vendor's Letter Head

**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 IN-ELIGIBLE / NON-RESPONSIVE**

## BIDDER'S INFORMATION: (To be filled-in by the Bidder)

## Scope Of Work

### **PURCHASE OF STATIONERY ITEMS FOR BALOCHISTAN EDUCATION FOUNDATION (BEF) OFFICE**

#### **IMPORTANT NOTE**

It is also for all vendors information that feel free to do PRE-TENDER meeting with the procurement officer of BEF regarding information for the clarification/understanding of the bidding document at BEF office H. No. 1/10/11/12 Shalimar City, Near NADRA Verification Center. Airport Road, Quetta. Phone : 081-2301812-15 or call at 0332-2704705/0313-0814625

#### **MOST IMPORTANT/ AT BIDDERS RISK**

**PLEASE REGISTER IN EPPS SYSTEM OF BPPRA TO AVOID HINDRANCES DURING TENDER APPLY AND OPENING. IF YOU ARE NOT REGISTER AS A SUPPLIER OR SERVICE PROVIDER PLEASE REGISTER YOUR COMPANY/FIRM BEFORE SUBMITTING/APPLYING FOR TENDERS. DURING TENDER OPENING BIDDER MUST BE REGISTERED WITH BPPRA EPPS SYSTEM OR ELSE BIDDER WILL FACE ISSUES IN TENDER OPENING.**

## DATA-SHEET OF THE ASSIGNMENT/ SCHEDULE OF REQUIREMENTS

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:

It is mandatory for the bidders to meet the following given specifications. All offers meeting or exceeding the following minimum required specification shall be considered for further evaluations in accordance with the evaluation criteria.

Sr.No	Item Name	Quantity	Unit	Specification
1	96102113-Paper Rim	150	Number	Paper Rim: 150 unit (30 Box and each box contains 5 rims) White paper A-4 Size 80 gram Paper One or Equivalent, Double-A or Equivalent (Premium Quality)
2	96102113-Paper Rim	10	Number	Paper Rim: 10 unit (02 Box and Each Box Contains 5 Rims) White paper Legal Size 80 gram Paper One or Equivalent, Double-A or Equivalent (Premium Quality)
3	44121704-Ball point pens	40	Packet	Ball Pen: 40 Packets Ball Point (30 Pkts Blue & 10 Pkts Black) (/Orange/Clipper/Dux/Picasso or Equivalent with Premium Quality)
4	44121704-Ball point pens	7	Packet	Roller Ball Pen: 07 Packets of Roller Ball Pen (05 Pkts Blue & 02 Pkts Black) (Uni-Ball Eye Fine or Equivalent with Premium Quality)
5	44121642-Sticky Notes / Pads	10	Packet	Multi Coloured Sticky Notes: 10 Packets of Florescent neon stickers multi-coloured, bookmark stickers/sticky notes (Multicolored) Branded Premium Quality
6	44121644-Tape	10	Number	Binding Tape: Binding Tape 2 inch (Premium Quality)
7	14111546-Green Note	15	Number	Green Note Portion: 15 Rims Green Paper 80 Gram (Note Portion) Select or Equivalent Premium Quality
8	44121706-Wooden pencils	2	Dozen	Wooden Pencils: 02 Dozens of Pencils Dollar My Pencil or Equivalent (Premium Quality)
9	44121716-Highlighters	18	Number	Highlighters Double Color: 18 unit Highlighters Multi-Colour Pelikan or Equivalent Premium Quality not easy to dry and long lasting in wet
10	44121806-Correction pen refills	6	Number	Blanco Fluid: Blanco (Fluid+ Thinner) Pelikan or Equivalent Premium Quality
11	44121805-Correction pens	12	Number	Correction Pen: 12 Unit Correction Pen Pelikan or Equivalent Premium Quality
12	44121615-Staplers	2	Number	Staplers: 02 Unit Stapler Machine Kangaroo or Equivalent, Axent or Equivalent with Premium Quality
13	44121612-Paper cutters or refills	2	Number	Cutter: 06 unit Cutter Premium Quality
14	44121618-Scissors	6	Number	Scissors: Scissor stainless steel Imported/Premium Quality
15	44121641-Glue stick / gums	10	Number	Glue Stick: Glue Stick Dollar or equivalent Premium Quality
16	44121724-Takhti (Writing Pad)	30	Number	Writing Pads: Writing Pads small 100 pages 50 leaves Premium Quality
17	44121503-Mailers	6	Number	USB: USB 128 GB (Genuine required and copy will be rejected if found) Kingston or Equivalent with 5 Years Warranty (Premium Quality)
18	44121644-Tape	12	Number	Scotch Tape: Scotch Tape 1 inch Premium Quality
19	96102108-Duster	12	Number	Duster: 12 unit/nos Duster Cloth Premium Quality
20	44122012-Clipboards	5	Packet	Binding Clips: 10 Boxes/packets Binding Clips 1" Premium Quality
21	44121708-Markers	28	Number	Board Marker: Board Marker (18 unit Eraseable Marker & 10 Permanent Markers)Dollar or Equivalent Premium Quality
22	44121644-Tape	12	Number	Solution Tape: Solution Tape Premium Quality

23	44122014-Sheet lifters	2	Packet	Transparency Sheets:	Transparency Sheet A-4 Size Super clear flexible Premium Quality
24	14111515-Calculator or cash register paper	2	Number	Calculator:	Calculator M&G or Equivalent Premium Quality
25	14111531-Log books or pads	10	Number	Log Books:	Log Book Premium Quality
26	44121644-Tape	5	Number	Scotch Tape 2" inch:	Scotch Tape 2" inch Premium Quality
27	44121644-Tape	6	Number	Packing Tape:	Packing Tape 2" Inch Premium Quality
28	44122011-Folders	20	Number	Plastic Folders:	Plastic Folders with Premium Quality Plastic available in market
29	44122036-Box file	120	Number	Box File with Clips:	Box File with removable Clips Legal Size Imported Branded Premium Quality
30	44122003-Binders	80	Number	Plastic Spiral Binding Ring Strips:	80 Units/rings required Plastic Spiral Binding Ring Strips 1" premium quality
31	44121804-Erasers	2	Dozen	Erasers:	02 Dozen quantity required Erasers Piano Factis or Equivalent Premium Quality
32	44121619-Manual pencil sharpener	2	Dozen	Sharpners:	Sharpners Branded Premium Quality
33	44121637-Office ruler	6	Number	Steel Scale/Ruler:	Steel Scale Ruler Premium Quality 12inch Normal Size
34	14111547-Register	2	Number	Stock Register:	Stock Register 500 Pages Premium Good Quality
35	44121622-Moisteners	5	Number	Cleaning Spray:	Cleaning Spray Glint or Equivalent Premium Quality
36	96102108-Duster	4	Number	Wooden Board/Table Duster:	04 Unit Wooden Board/Table Duster white premium quality

Note: Order quantity shall be in accordance with the varying quantity requirements of the Procuring Agency

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

\*\* Ordered quantity shall not vary beyond 15% of the quantities specified in the "Data-Sheet of the Assignment" as per requirement of the Procuring Agency.

\*\*\* Order quantity shall be in accordance with the varying quantity requirements of the Procuring Agency

### Delivery Schedule & Requirements:

**Place of Delivery of Goods:**

HOUSE NO 1,10,11,12 SHALIMAR CITY NEAR NADRA VERIFICATION CENTER AIRPORT ROAD QUETTA

**Last Date & Time of Delivery:**

01 June, 2024

Partial delivery is

**Not-Allowed**



## INSTRUCTION FOR PREPARING TECHNICAL BID

This is BPPRA System Generated Document through Balochistan  
Education Foundation

Reference Number: TSE-232405406871

## **Bid Form 1**

BIDDER'S INFORMATION: (To be filled-in by the Bidder)

## Bid Form 2

### DECLARATION BY THE BIDDER

I solemnly undertake that:

a. Having read, understood & made myself aware of all the Terms & conditions in the bidding Document & the Rules, Regulations & Policies of the Government of Balochistan, governing the procurement & financial matters, AGREE, ACCEPT & UNDERTAKE TO ABIDE BY THE SAME.

b. The information provided in the forms is correct to the best of my knowledge & in the event change;

details will be provided as soon as possible.

**Name & Designation** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Company Stamp** \_\_\_\_\_

Bid Form 3 (A)

## Technical Bid (Bidder's Eligibility)

To be quoted by the bidder on bidder's letter head as part of technical bid

Eligibility Factor	Factor Description	Required Documents	Particulars		
Similar Assignment	03 Assignments of Similar Nature and Complexity 800,000 in Previous 03	Supply Orders	Assignment No.	Amount	Name of Purchaser
			_____	_____	_____
			_____	_____	_____
Turn Over	Turn over of at least 700,000 PKR in 03 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account	Issuer Name	Document Name	Amount
			_____	_____	_____
Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate (Verifiable as Active Tax Payer at FBR Web Portal)	NTN Certificate		_____
Sales Tax	Sales Tax Certificate	GST Registration Certificate	GST Registration Certificate		_____
Blacklisting	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			
Stationery Samples assessing quality	Lowest Evaluated Bidder will provide Stationery Samples before work order/award of contract for ensuring premium quality of products. Samples if found with lower quality will be rejected and will be asked to provide items as per our requirement mentioned in this bidding document	All bidders are required to write acknowledgment on company's letter head to accept that if evaluated as lowest bidder the company/firm will provide samples of premium branded qualities items as mentioned in the bidding document and if found lower the Procuring Agency has the right to change the items with the premium branded quality			
Warranty	Warranty for any items described will be required	Vendor's Letter Head			

Bid Form 3 (B)

Technical Bid (Product Details) To be quoted by the bidder on bidder's letter head as part of technical bid.

Item Name	Required Specification	Quoted Specifications (All fields are mandatory to be quoted by the bidder.)
96102113-Paper Rim	Paper Rim : 150 unit (30 Box and each box contains 5 rims) White paper A-4 Size 80 gram Paper One or Equivalent, Double-A or Equivalent (Premium Quality)	
96102113-Paper Rim	Paper Rim : 10 unit (02 Box and Each Box Contains 5 Rims) White paper Legal Size 80 gram Paper One or Equivalent, Double-A or Equivalent (Premium Quality)	
44121704-Ball point pens	Ball Pen : 40 Packets Ball Point (30 Pkts Blue & 10 Pkts Black) (/Orange/Clipper/Dux/Picasso or Equivalent with Premium Quality)	
44121704-Ball point pens	Roller Ball Pen : 07 Packets of Roller Ball Pen (05 Pkts Blue & 02 Pkts Black) (Uni-Ball Eye Fine or Equivalent with Premium Quality)	
44121642-Sticky Notes / Pads	Multi Coloured Sticky Notes : 10 Packets of Florescent neon stickers multi-coloured, bookmark stickers/sticky notes (Multicolored) Branded Premium Quality	
44121644-Tape	Binding Tape : Binding Tape 2 inch (Premium Quality)	
14111546-Green Note	Green Note Portion : 15 Rims Green Paper 80 Gram (Note Portion) Select or Equivalent Premium Quality	
44121706-Wooden pencils	Wooden Pencils : 02 Dozens of Pencils Dollar My Pencil or Equivalent (Premium Quality)	
44121716-Highlighters	Highlighters Double Color : 18 unit Highlighters Multi-Colour Pelikan or Equivalent Premium Quality not easy to dry and long lasting in wet	
44121806-Correction pen refills	Blanco Fluid : Blanco (Fluid+ Thinner) Pelikan or Equivalent Premium Quality	
44121805-Correction pens	Correction Pen : 12 Unit Correction Pen Pelikan or Equivalent Premium Quality	
44121615-Staplers	Staplers : 02 Unit Stapler Machine Kangaroo or Equivalent, Axent or Equivalent with Premium Quality	
44121612-Paper cutters or refills	Cutter : 06 unit Cutter Premium Quality	

44121618-Scissors	Scissors : Scissor stainless steel Imported/Premium Quality	
44121641-Glue stick / gums	Glue Stick : Glue Stick Dollar or equivalent Premium Quality	
44121724-Takhti (Writing Pad)	Writing Pads : Writing Pads small 100 pages 50 leaves Premium Quality	
44121503-Mailers	USB : USB 128 GB (Genuine required and copy will be rejected if found) Kingston or Equivalent with 5 Years Warranty (Premium Quality)	
44121644-Tape	Scotch Tape : Scotch Tape 1 inch Premium Quality	
96102108-Duster	Duster : 12 unit/nos Duster Cloth Premium Quality	
44122012-Clipboards	Binding Clips : 10 Boxes/packets Binding Clips 1" Premium Quality	
44121708-Markers	Board Marker : Board Marker (18 unit Eraseable Marker & 10 Permanent Markers)Dollar or Equivalent Premium Quality	
44121644-Tape	Solution Tape : Solution Tape Premium Quality	
44122014-Sheet lifters	Transparency Sheets : Transparency Sheet A-4 Size Super clear flexible Premium Quality	
14111515-Calculator or cash register paper	Calculator : Calculator M&G or Equivalent Premium Quality	
14111531-Log books or pads	Log Books : Log Book Premium Quality	
44121644-Tape	Scotch Tape 2" inch : Scotch Tape 2" inch Premium Quality	
44121644-Tape	Packing Tape : Packing Tape 2" Inch Premium Quality	
44122011-Folders	Plastic Folders : Plastic Folders with Premium Quality Plastic available in market	
44122036-Box file	Box File with Clips : Box File with removable Clips Legal Size Imported Branded Premium Quality	
44122003-Binders	Plastic Spiral Binding Ring Strips : 80 Units/rings required Plastic Spiral Binding Ring Strips 1" premium quality	
44121804-Erasers	Erasers : 02 Dozen quantity required Erasers Piano Factis or Equivalent Premium Quality	

44121619-Manual pencil sharpener	Sharpners : Sharpners Branded Premium Quality	
44121637-Office ruler	Steel Scale/Ruler : Steel Scale Ruler Premium Quality 12inch Normal Size	
14111547-Register	Stock Register : Stock Register 500 Pages Premium Good Quality	
44121622-Moisteners	Cleaning Spray : Cleaning Spray Glint or Equivalent Premium Quality	
96102108-Duster	Wooden Board/Table Duster : 04 Unit Wooden Board/Table Duster white premium quality	



Bid Form 5

Manufacturer's Authorization

WHEREAS \_\_\_\_\_ who are established and reputable Manufacturers of [name and/or description of the goods] having factories at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ to submit a bid, and subsequently negotiate and sign the Contract with you against the Notice Inviting Tender (NIT) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

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

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

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

Official Stamp: \_\_\_\_\_

Bid Form 6

Performance Guarantee

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Signature and Seal of the Guarantors/ Bank

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

Date: \_\_\_\_\_

## Evaluation Criteria:

The evaluation criteria is based on **Least-Cost Selection Method** where, **Eligible Bidder, quoting Technically Responsive items at Lowest Financial Cost** shall be declared as the lowest evaluated bidder on Package Wise basis.

The Evaluation shall be on knock-down basis, which means that a bid failing at any evaluation stage shall not be evaluated in further stages of evaluation.

In case, two or more lowest evaluated bids are tie or equal, work would be awarded to the bidder quoting better specification or additional accessories / service. In case, the specification / service of the item/s is also identical, preference would be given to the bidder quoting shorter delivery / completion time. In case, the delivery time is also equal, preference would be given to the bidder having greater experience. In case, the experience of the bidders is also equal, preference would be given to the bidder having greater financial turn-over. In case, the financial turn-over is also same, the procuring agency shall award the contract on the basis of toss to the winning bidder.

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:

S No.	Bidder's Eligibility Factor	Requirement	Bidder 1 YES/NO	Bidder 2 YES/NO	Bidder 3 YES/NO
1	Experience	03 Assignments of Similar Nature and Complexity 800,000 in Previous 03 Years			
2	Financial Capacity	Turn over of at least 700,000 PKR in 03 Subsequent Previous Years			
3	Status As Active Tax Payer	Presence in Active Tax Payer List			
4	Sales Tax Registration	Sales Tax Certificate			
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan			
6	Stationery Samples assessing quality	Lowest Evaluated Bidder will provide Stationery Samples before work order/award of contract for ensuring premium quality of products. Samples if found with lower quality will be rejected and will be asked to provide items as per our requirement mentioned in this bidding document			
7	Warranty	Warranty for any items described will be 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:

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

It shall be mandatory for a bidder to meet all Eligibility Factors to be considered Eligible.

### **3. 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

Item Name	Technical Requirement	Eligibility Bidder 1 Fulfill Requirement YES / NO	Eligibility Bidder 2 Fulfill Requirement YES / NO	Eligibility Bidder 3 Fulfill Requirement YES / NO
96102113-Paper Rim	Paper Rim : 150 unit (30 Box and each box contains 5 rims) White paper A-4 Size 80 gram Paper One or Equivalent, Double-A or Equivalent (Premium Quality)			
96102113-Paper Rim	Paper Rim : 10 unit (02 Box and Each Box Contains 5 Rims) White paper Legal Size 80 gram Paper One or Equivalent, Double-A or Equivalent (Premium Quality)			
44121704-Ball point pens	Ball Pen : 40 Packets Ball Point (30 Pkts Blue & 10 Pkts Black) (/Orange/Clipper/Dux/Picasso or Equivalent with Premium Quality)			
44121704-Ball point pens	Roller Ball Pen : 07 Packets of Roller Ball Pen (05 Pkts Blue & 02 Pkts Black) (Uni-Ball Eye Fine or Equivalent with Premium Quality)			
44121642-Sticky Notes / Pads	Multi Coloured Sticky Notes : 10 Packets of Florescent neon stickers multi-coloured, bookmark stickers/sticky notes (Multicolored) Branded Premium Quality			
44121644-Tape	Binding Tape : Binding Tape 2 inch (Premium Quality)			
14111546-Green Note	Green Note Portion : 15 Rims Green Paper 80 Gram (Note Portion) Select or Equivalent Premium Quality			
44121706-Wooden pencils	Wooden Pencils : 02 Dozens of Pencils Dollar My Pencil or Equivalent (Premium Quality)			
44121716-Highlighters	Highlighters Double Color : 18 unit Highlighters Multi-Colour Pelikan or Equivalent Premium Quality not easy to dry and long lasting in wet			
44121806-Correction pen refills	Blanco Fluid : Blanco (Fluid+ Thinner) Pelikan or Equivalent Premium Quality			
44121805-Correction pens	Correction Pen : 12 Unit Correction Pen Pelikan or Equivalent Premium Quality			
44121615-Staplers	Staplers : 02 Unit Stapler Machine Kangaroo or Equivalent, Axent or Equivalent with Premium Quality			
44121612-Paper cutters or refills	Cutter : 06 unit Cutter Premium Quality			
44121618-Scissors	Scissors : Scissor stainless steel Imported/Premium Quality			
44121641-Glue stick / gums	Glue Stick : Glue Stick Dollar or equivalent Premium Quality			
44121724-Takhti (Writing Pad)	Writing Pads : Writing Pads small 100 pages 50 leaves Premium Quality			

44121503-Mailers	USB : USB 128 GB (Genuine required and copy will be rejected if found) Kingston or Equivalent with 5 Years Warranty (Premium Quality)			
44121644-Tape	Scotch Tape : Scotch Tape 1 inch Premium Quality			
96102108-Duster	Duster : 12 unit/nos Duster Cloth Premium Quality			
44122012-Clipboards	Binding Clips : 10 Boxes/packets Binding Clips 1" Premium Quality			
44121708-Markers	Board Marker : Board Marker (18 unit Eraseable Marker & 10 Permanent Markers)Dollar or Equivalent Premium Quality			
44121644-Tape	Solution Tape : Solution Tape Premium Quality			
44122014-Sheet lifters	Transparency Sheets : Transparency Sheet A-4 Size Super clear flexible Premium Quality			
14111515-Calculator or cash register paper	Calculator : Calculator M&G or Equivalent Premium Quality			
14111531-Log books or pads	Log Books : Log Book Premium Quality			
44121644-Tape	Scotch Tape 2" inch : Scotch Tape 2" inch Premium Quality			
44121644-Tape	Packing Tape : Packing Tape 2" Inch Premium Quality			
44122011-Folders	Plastic Folders : Plastic Folders with Premium Quality Plastic available in market			
44122036-Box file	Box File with Clips : Box File with removable Clips Legal Size Imported Branded Premium Quality			
44122003-Binders	Plastic Spiral Binding Ring Strips : 80 Units/rings required Plastic Spiral Binding Ring Strips 1" premium quality			
44121804-Erasers	Erasers : 02 Dozen quantity required Erasers Piano Factis or Equivalent Premium Quality			
44121619-Manual pencil sharpener	Sharpners : Sharpners Branded Premium Quality			
44121637-Office ruler	Steel Scale/Ruler : Steel Scale Ruler Premium Quality 12inch Normal Size			
14111547-Register	Stock Register : Stock Register 500 Pages Premium Good Quality			
44121622-Moisteners	Cleaning Spray : Cleaning Spray Glint or Equivalent Premium Quality			
96102108-Duster	Wooden Board/Table Duster : 04 Unit Wooden Board/Table Duster white premium quality			

**\* 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;
  1. Acceptance of the Eligible & Responsive Bid/s
  2. Rejection of the Ineligible &/OR Non-Responsive Bid/s
5. Technical Evaluation concludes at this stage.



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**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**

Item Name / Model & Description	Quantity	Responsive Bidder 1	Responsive Bidder 2	Responsive Bidder 3
96102113-Paper Rim	150			
96102113-Paper Rim	10			
44121704-Ball point pens	40			
44121704-Ball point pens	7			
44121642-Sticky Notes / Pads	10			
44121644-Tape	10			
14111546-Green Note	15			
44121706-Wooden pencils	2			
44121716-Highlighters	18			
44121806-Correction pen refills	6			
44121805-Correction pens	12			
44121615-Staplers	2			
44121612-Paper cutters or refills	2			
44121618-Scissors	6			
44121641-Glue stick / gums	10			
44121724-Takhti (Writing Pad)	30			
44121503-Mailers	6			
44121644-Tape	12			
96102108-Duster	12			
44122012-Clipboards	5			
44121708-Markers	28			
44121644-Tape	12			
44122014-Sheet lifters	2			
14111515-Calculator or cash register paper	2			
14111531-Log books or pads	10			
44121644-Tape	5			
44121644-Tape	6			
44122011-Folders	20			
44122036-Box file	120			
44122003-Binders	80			
44121804-Erasers	2			
44121619-Manual pencil sharpener	2			
44121637-Office ruler	6			
14111547-Register	2			
44121622-Moisteners	5			
96102108-Duster	4			

**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 three 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** shall be placed after three days of uploading of the Evaluation Report at B-PPRA Website.

## INSTRUCTIONS FOR PREPARING FINANCIAL PROPOSAL

A	B	C	D	E
S. No.	Item Name	Quantity	Unit Price (Including All Applicable Taxes & Costs)	Unit Total Price (Including All Cost)
A	B	C	D	(C x D) = E
1				
2				
3				
4				
5				
			Grand Total	(E1 + E2 + E3 + E4 + E5)

## GENERAL CONDITIONS

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Reference Number: TSE-232405406871

## General Conditions to the Contract

### 1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

(a) "Authority" means Balochistan Public Procurement Regulatory Authority.

(b) The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC hereunder.

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

(d) The "Commencement Date" is the date when the Supplier shall commence" is the date when the Supplier shall commence execution of the contract as specified in the BPP Rules.

(e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.

(f) "Country of Origin" means the country of manufacture, production, or growth of any article of foreign origin entering the Islamic Republic of Pakistan.

(g) The "Contract Price" is the price stated in the Letter of Acceptance.

(h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.

(i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

(j) "Day" means calendar day.

(k) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.

(l) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

(m) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party Invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(n) "Final date of delivery / Completion" is the date of deadline on which it is intended that the Supplier must affect delivery as specified in the SCC, failing which, the liquidated damages shall apply.

(o) "GCC" means the General Conditions of Contract contained in this section.

(p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

(q) "Procurement Name" means the name of the procurement stated in SCC.

(r) "Procuring Agency" means the office of the person named as Procuring Agency in the bidding document and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.

(s) "Related Services" means those services ancillary to the delivery of the Goods, such as but not limited to transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

(t) "SCC" means the Special Conditions of Contract.

(u) "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the Contract.

(v) "Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

(w) The Supplier's Bid is the complete quote submitted by the Supplier to the Procuring Agency in response to the subject Bid solicitation document.

## **2. Governing Language**

2.1. The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in English or Urdu language.

## **3. Applicable Law**

3.1. The contract shall be governed and interpreted in accordance with the laws of Balochistan Public Procurement, other related laws of Balochistan and Pakistan as applicable, unless otherwise specified in SCC.

## **4. Notices**

4.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.

4.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **5. Country of origin**

5.1. The origin of Goods may be distinct from the nationality of the Supplier or Manufacturer, unless specified otherwise in the SCC.

## **6. Blacklisting and debarment**

6.1. Blacklisted Firms and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

6.2. Requirements & Procedure for Blacklisting & Debarment shall be governed by the Guidelines Ref. NO. BPPRA/Pr-Sp(G&S)/19/2016/01/38151 for Blacklisting issued by the Authority, as amended from time to time.

## **7. Standards**

7.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

## **8. Patents and copyrights**

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

8.2. The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

## **9. Use of Contract documents and information**

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

9.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information except for purposes of performing the Contract.

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

## **10. Applicability**

10.1. These General Conditions shall apply to the extent that they are not superseded by provisions of SCC.

10.2. In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

10.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Contract / Contract Agreement,
- (b) Special Conditions of Contract,
- (c) General Conditions of Contract,
- (d) Letter of Acceptance,
- (e) Specifications,
- (f) Contractor's Bid,
- (g) Bidding Document and
- (h) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

## **11. Bid Security**

11.1. The Bidder shall furnish, as part of his bid, a bid security in the amount and manner specified in the SCC

11.2. The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to the BPP Legal Framework.

11.3. Any bid not secured in accordance with the stipulated manner will be rejected by the Procuring agency as nonresponsive.

11.4. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days from the declaration of bid as non-responsive.

11.5. The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to furnishing the performance security, if applicable.

11.6. The bid security shall be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified in the bidding document; or
- (b) in the case of a successful Bidder, if the Bidder fails:
  - (a) to sign the contract in accordance; or
  - (b) to furnish performance security if applicable
  - (c) to correct the arithmetic errors of the quoted amount

## **12. Performance Security**



12.1. The Performance Security (or Guarantee) shall be provided, if applicable, to the Procuring Agency not later than the date and manner specified by the Procuring Agency in the SCC.

12.2. The Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations as stipulated under the Contract.

12.3. The performance security (or guarantee) shall be discharged by the Procuring not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

### **13. Contract commencement**

13.1. After the issuance of the letter of acceptance of bid, the signing of the contract shall take place in an expeditious manner within the original or extended bid validity period.

13.2. The contract shall come into force on the date when the PA and the successful bidder signs the procurement contract

13.3. If the commencement of the contract is subjected to fulfillment of condition(s), the contract shall commence from the date on which the condition is fulfilled

### **14. Assignment and sub-contracting**

14.1. Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party and existence of such provision in the SCC.

14.2. The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

14.3. Subcontracts must comply with all the provision of GCC & SCC.

### **15. Contract amendments**

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

### **16. Delivery and documents**

16.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and the  
**SCC**

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

### **17. Change orders**

17.1. The Procuring Agency may at any time, by a written order given to the Supplier, make changes while staying within the general scope of the Contract in accordance with the data-sheet in any one or more of the following:

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

(b) The method of shipment or packing;

(c) The place of delivery; and/or

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

17.2. If any such change causes an increase or decrease in the cost or time required for the Supplier's performance under the Contract, the said change/s details shall be communicated to the procuring agency within five working days (05) from the date of receiving of the change request. The procuring agency consequent upon approval from its competent authority shall make an equitable adjustment in the Contract for Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.

17.3. Prices to be charged by the supplier for any related services that might be needed must be quoted by the bidder and be included in the Contract and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

## **18. Packaging**

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

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

## **19. Inspection**

19.1. The Procuring Agency or its representative shall inspect and /or test the Goods or services to verify their conformity to the Contract specifications at no extra cost to the Procuring Agency.

19.2. The Inspection shall be conducted in accordance with the guidelines as notified by the BPPRA from time to time. SCC and /or the Technical specifications shall further specify what inspections and /or tests, the Procuring Agency shall perform to ascertain the acceptability of delivery and shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for this purpose.

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

19.4. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency shall reject the Goods, and the Supplier shall replace the rejected Goods, within the stipulated time to meet specification requirements free of cost to the Procuring Agency.

19.5. Nothing in this GCC Clause shall in any way release the supplier from any warranty or other obligations under this Contract.

## **20. Insurance**

20.1. The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

## **21. Transportation**

21.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined in the SCC as, the delivery location, transport to such place, including storage, as specified in the Contract, shall be arranged by the Supplier (unless specified otherwise in the SCC), and related costs shall be included in the Contract Price.

## **22. Related / Incidental services**

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

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

22.2. Additional Price, if charged by the Supplier for incidental services shall be included in the financial bid for the Goods and shall not exceed:

- (a) the prevailing rates charged for other parties by the Supplier for similar services; and
- (b) original price of goods.

### **23. Spare parts**

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

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

### **24. Warranty and defect liability period**

24.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the quoted models. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.

24.2. This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC.

24.3. The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

24.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

24.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

### **25. Limitation of defect liability period**

25.1. Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC,

- (a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
- (b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

### **26. Prices**

26.1. The contract price shall be as specified in the Contract

26.2. Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

26.3. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid,

## **27. Taxation and duties**

27.1. A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.

27.2. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

27.3. A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

## **28. Payment**

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

28.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents and upon fulfillment of other obligations stipulated in the Contract.

28.3. Upon successful completion of the assignment, the Payments shall be made promptly by the Procuring Agency, within forty-five (45) days from the date of submission of an invoice or claim by the Supplier.

28.4. The currency or currencies in which payment is to be made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the offer has been solicited in the Bidding document.

## **29. Delays in suppliers' performance**

29.1. Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Procuring Agency in the delivery schedule and requirements as laid down in the SCC.

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

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

## **30. Liquidated damages**

30.1. If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price or may ask the bidder to deposit the liquidated damages sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC.

## **31. Resolution of disputes**

31.1. In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to the other party to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.

31.2. After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to both the Parties.



### **32. Procedure of dispute resolution**

32.1. The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.

32.2. The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

### **33. Replacement of arbitrator**

33.1. Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties

### **34. Termination for default**

34.1. The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

34.2. Fundamental breaches of Contract shall include, but shall not be limited to the following:

- (a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC; or
- (b) the Supplier fails to perform any other obligation(s) under the Contract;
- (c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
- (d) the supplier has abandoned or repudiated the contract.
- (e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (f) a payment is not paid by the Procuring Agency to the Supplier after 120 days from the due date for payment;
- (g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
- (h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (n) of the Balochistan Public Procurement Rules - 2014.

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

### **35. Termination for Force Majeure**

35.1. Notwithstanding the provisions of GCC, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

35.2. If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the causes thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **36. Termination for insolvency**

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

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

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

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## SPECIAL CONDITIONS

S.No	Special Condition	Sub Condition
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## CURRENCY &amp; BID VALIDITY

Allow Financial Bids In Foreign Currencies: No

Bid Validity Period (Days): 90

# CONTRACT AGREEMENT

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Reference Number: TSE-232405406871





(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness: Witness:

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(Name, Title and Address) (Name, Title and Address)

# INTEGRITY PACT

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Reference Number: TSE-232405406871



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