

ٹینڈر نوٹس برائے سال 2023-2024

لاہور ڈویژن کے درج ذیل کالجوں میں درج ذیل سامان کی خریداری کے لیے اچھی شہرت کی حامل سیلز ٹیکس / انکم ٹیکس رجسٹرڈ فرموں سے سربمہر ٹینڈر درکار ہیں۔

نمبر شمار	نام کالج	سامان
1-	گورنمنٹ گریجویٹ کالج، ٹاؤن شپ، لاہور	(i) پلانٹ اینڈ مشینری آئیٹمز (ii) فرنیچر اینڈ فیکچر (iii) سولر سسٹم i.e انشالیشن 35-k-w
2-	گورنمنٹ ایسوسی ایٹ کالج (بوائز) سیدوالہ، ننکانہ صاحب	(i) کتابیں (ii) سپورٹس آئیٹمز (iii) I.T ایکوئپمنٹ (iv) پلانٹ اینڈ مشینری آئیٹمز (v) فرنیچر اینڈ فیکچر

شرائط و ہدایات:-

- 1- ٹینڈر وصول کرنے کی آخری تاریخ مورخہ 05.04.2024 دوپہر 01:00 بجے تک ہوگی۔ ٹینڈر مورخہ 06.04.2024 کو 02:00 بجے بعد از دوپہر دفتر ہذا میں کھولے جائیں گے۔
- 2- ٹینڈر کے ہمراہ رجسٹرڈ فرموں سے زر بیعانہ کال ڈیپازٹ سیکورٹی کی صورت میں ٹینڈر کی تخمینہ مالیت کا 5% پانچ فیصد زیر دستخطی کے نام آنا چاہیے جو کہ قابل واپسی ہوگا۔ یہ بیعانہ ٹینڈر کی کامیابی تکمیل کے بعد واپس کیا جائے گا۔ جبکہ CDR کی تصدیق کرنے کے بعد سپلائی / ورک آرڈر جاری کیا جائے گا۔
- 3- ٹینڈر دہندگان تمام ٹیکسز اور ڈیوٹیز کی ادائیگی کے ذمہ دار ہوں گے۔
- 4- کامیاب ٹینڈر دہندگان کو سپلائی / ورک آرڈر کے اجرا کے بعد 30 یوم کے اندر مطلوبہ سامان کی فراہمی ضروری ہوگی۔ ورنہ CDR ضبط اور سپلائی / ورک آرڈر منسوخ کر دیا جائے گا۔ مزید برآں پیپرا کے مروجہ قوانین کے مطابق کارروائی عمل میں لائی جائے گی اور کم از کم نرخ پیش کرنے والی فرم کو فراہمی سامان کا سپلائی آرڈر جاری کر دیا جائے گا۔ اگر وہ تمام شرائط پر اترتا ہوگا۔
- 5- مطلوبہ شرائط پوری نہ ہونے اور مقررہ تاریخ کے بعد وصول ہونے والے ٹینڈر قابل قبول نہ ہوں گے اور نہ ہی زیر غور آئیں گے۔
- 6- بلیک لسٹڈ فرموں کے ٹینڈر پر غور نہیں کیا جائے گا۔ اگر بعد از سپلائی آرڈر بھی زیر دستخطی کے علم میں آیا کہ فرم بلیک لسٹڈ ہے اور حقیقت چھپائی گئی ہے تو سپلائی آرڈر کنسل کر کے پیپرا روٹز کے تحت کارروائی عمل میں لائی جائے گی۔
- 7- تمام رٹس مروجہ قوانین کے تحت ہوں گے۔
- 8- سامان متعلقہ کالج کے اندر پرنسپل کے حوالے کرنا ہوگا۔ اور ڈیوری چالان دفتر ہذا میں جمع کروانا ہوگا۔
- 9- ٹینڈر فارم بمعہ شرائط و ضوابط دفتر ہذا سے تاریخ اشاعت کے بعد مبلغ 2000/- روپے (ناتقابل واپسی) جمع کرا کر دفتری اوقات میں فوری طور پر حاصل کیے جاسکتے ہیں۔ مزید پیپرا کی ویب سائٹ دفتر ہذا کی ویب سائٹ directorcollegeslahore.edu.pk پر بھی دیکھے جاسکتے ہیں۔
- 10- ٹینڈر فارم ہر کالج اور ہر مد کے لیے علیحدہ علیحدہ خریدنا ہوگا۔

چیرمین اڈائزیکٹ آف ایجوکیشن (کالجز) لاہور ڈویژن، A-9 ہال روڈ، لاہور

Directorate of Education (Colleges)

Lahore Division, 9-A, Hall Road, Lahore



Standard Bidding Documents

**Procurement of Books for the
Govt. Associate College for Boys, Syed Wala,
Nankana Sahib**

Directorate of Education (Colleges), Lahore Division, Lahore

**Tel: 042-99205109
042-99205223**

**Http:directorcollegeslahore.edu.pk
Email dlrector.lhr.hed@gmail.com**

Standard Bidding Document

Procurement of Books for the Govt. Associate College for Boys, Syed Wala, Nankana Sahib


Important Note

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., Director of Education (Colleges), Lahore Division, Lahore for Govt. Associate College for Boys, Syed Wala, Nankana Sahib through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected ab initio i.e. at the initial stage. The supporting data along with valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.


**Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore**

CHECK LIST (Mandatory)

Sr. No.	Description	Attachment (Yes/No)	Valid/ Invalid	Page #
1	Copy of CNIC of the Owner of Firm			
2	Complete address where business is being Run			
3	Address of the firm/Company/bidder must be mentioned as per FBR record/address.			
4	Copy of CNIC of the Authorized person if any			
5	Power of Attorney / Authority Letter (In case any person has been authorized)			
6	Registration Certificate of Company / Firm / Corporation / Supplier etc under the laws of Pakistan.			
7	Valid Income Tax Registration and active tax payer / return filer /Certificate			
8	Copy of Income Tax and GST Returns submitted to the FBR for the last Fiscal year			
9	Financial position / Bank statement of the month of June of last Two Years			
10	Compliance to the specifications of item(s)/ goods (all items) to be procured mentioned in this document (Undertaking)			
11	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document (Undertaking of same on legal Stamp paper)			
12	Submission of required undertaking on stamp paper duly attested by notary public that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.			
13	Bid Security = 5% of Estimated Price			
14	Last Two Years Audit Report of the Firm			
15	Certificate to the effect that rates are not abnormal			


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Directorate of Education (C)
Lahore Division, Lahore

- VI. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender / Bidding Document before submitting the Bid/tender. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Procuring Agency nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from Increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
- VIII. The successful Bidder (s) will be responsible for all the deliveries and deliverables to the concerned colleges within stipulated time or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Documents. (If provided)
- IX. Bidder(s) shall communicate all queries via office of the Director of Education Colleges, Lahore Div: Lahore.
- X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore** will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XII. An affidavit / undertaking on stamp paper of Rs.100/- must be submitted by the bidder that the firm has not been Disqualified / Blacklisted earlier in the past by any Public Sector / Organization / Department.
- XIII. Communication address, E-mail, Telephone Numbers etc for the same should be provided with Technical Bid
- XIV. An agreement between **Director of Education (Colleges), Lahore Division, Lahore** and successful firm shall be executed on Stamp paper @ Rs.0.25% of total value of Supply order. The cost of stamp paper shall be borne by the firm(s) / bidder(s). Photocopies of CNIC of the owner of Firm and two witness/authorized persons as well as original authority letters must be attached / provided.
- XV. Supply period for items **30-days**, from the date of issuance of work /Supply order. After due date of delivery Rs.0.067% of total amount of contract / supply order's value per day fine shall be charged up-to 10% of the Contract price However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period subject to the request having force majeure i.e. the reason beyond the ability of the bidders. However, the final decision lies with the Director of Education (Colleges), Lahore Division, Lahore exclusively in this regard.
- XVI. In case Firm / Supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit CDR or may take any punitive action as he deem appropriate.
- XVII. Supplies shall have to be delivered in the concerned colleges as required by **concerned Colleges/Director of Education (Colleges), Lahore Division, Lahore**. Arrangement of Labour and charges thereof shall be the responsibility of the Firm/Supplier.
- XVIII. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Director of Education (Colleges), Lahore Division, Lahore may forfeit CDR / Pay Order and take any punitive action as deemed appropriate.
- XIX. Payment of bill will be made after due process, on receipt of satisfactory report of the Principals of concerned colleges and Inspection Committee as per rules.
- XX. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax, S.E. Duty and Professional Tax, PRA Tax / PST etc. will have to be paid by the firm(s) under the prevailing procedure / law. All taxes imposed by the Government will be applicable and deduction will be made under the Rules. Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- XXI. The office may reject conditional / torn out / overwritten Tender(s). Downloaded or Photo copy of bidding documents will not be accepted.
- XXII. **Warranty period** offered for by the manufacturer shall be accepted which shall be not less than One year in any case.
- XXIII. Rates must be quoted in Pakistani Currency including all Taxes.
- XXIV. Validity period of offered rates should not be less than 120 days.
- XXV. The envelope of Tender must be sealed properly with transparent tap / wax and there should be written on corner of envelope and filled in as "**Tender for Purchase of Books**" or obtaining any other information regarding Tenders can be visited **Directorate of Education (Colleges), Lahore Division, 9-A Hall Road, Lahore** during office hours on any working day. (Ph. No. 042-99205223 & 042-99205109)
- XXVI. Whenever, the word/expression/phrase "imported" will be used, Tax exemption will only be allowed subject to provision of exemption certificate duly issued by Commissioner Inland Revenue Department(FBR).
- XXVII. The Bidding Documents containing comprehensive details can be obtained from **Budget Branch of Directorate of Education (Colleges), Lahore Division, 9-A Hall Road, Lahore** during the working office hours after paying the Purchase Fee.


6. **Determination of Responsiveness qualification of the Bid (Tender)**

The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore**, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:

- i. meets the eligibility criteria given in Tender Documents for provision of Items;
- ii. meets the Technical Specifications for the Miscellaneous Items against each Item.2

A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Procuring Agency's rights or the Bidder(s)'s obligations under the Contract.

The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.


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7. **Rejection/Acceptance of the Bid**

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the Bidder(s).

However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014).

The Tender shall be rejected if it is:

- i. substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted;
- v. *subjected to interlineations / cuttings / corrections / erasures / over writings; or*
- vi. the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii. the Bidder(s) has conflict of interest with the Procuring Agency/Purchaser; or
- viii. the Bidder(s) tries to influence the Tender evaluation/Contract award; or
- ix. the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
- x. the Bidder(s) fails to meet the evaluation criteria requirements;
- xi. the Bidder(s) has been black listed by any public or private sector organization;
- xii. the Bidder(s) has been served any legal notice or displeasure letters by any public sector organization on serious failures to provide satisfactory Goods;
- xiii. the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiv. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xvi. Bidder is not authorized Dealer/Supplier/Distributor of manufacture Company.

8. **Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

9. **Notice**

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Procuring Agency/ Purchaser, the same shall be:

- i. in writing;
 - ii. issued within reasonable time;
 - iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

10. **Tender Cost**

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Procuring Agency shall not be responsible/liable for those costs/ expenses.

11. **Amendment of the Tender Document**

The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, where after all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 Rule 25(4).

12. **Preparation/Submission of Tender**

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape with proper index or table of contents;

13. **Tender Price**

The quoted price shall be:

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

- i. in Pak Rupees;
- ii. inclusive of all taxes, duties, levies, insurance, freight, etc.;
- iii. including all charges up to the delivery point / place at the **concerned colleges**.
- b. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
- c. where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
- d. in case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.

14. Bid Security (Earnest Money)

a. The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:

Purchase of Books Rs.5,00,000/- CDR 5% Rs.25,000/-(Must be attached with Technical Bid/Proposal)

- i. for a sum equivalent to 5% of the estimated price of Items as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of **Director of Education (Colleges), Lahore Division, Lahore**
 - ii. denominated in Pak Rupees;
 - iii. have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- b. The Bid Security (Earnest Money) shall be forfeited by the Procuring Agency, on the occurrence of any or all of the following conditions:**
- i. if the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
 - ii. if the Bidder(s) does not accept the corrections of his Total Tender Price;
 - iii. if the Bidder(s), having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

15. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Procuring Agency / Purchaser may solicit the Bidder(s) consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, shall allow to withdraw the bid without forfeiting the Bid security (Earnest Money).

16. Modification/Withdrawal of the Tender

- a. The Bidder(s) may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

17. Opening of the Tender

- a. Tenders shall be opened at **2:00 P.M on 6-04-2024** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.

18. Clarification of the Tender

The Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency.

19. Correction of Errors/Amendment of Tender

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - i. if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
 - ii. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
 - iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.
- e. PPRA Section 33(2) (The procuring Agency may if necessary after the opening of the bids seek and accept such clarification/s of the bid as do not change the substance of the bid) shall be apply.

(A) TECHNICAL EVALUATION CRITERIA:

As per specifications / good quality and samples.

Satisfactory report of Technical Committee is mandatory to qualify.

Purchase of Books Price Rs.5,00,000/- CDR 5% (Rs.25,000/-)

Regarding purchase of Books, only registered firms / Book Agencies may be allowed to participate in the Tender/bid. Samples are mandatory. Registered firms / Book Agencies must be attached with the request for the purchase of Tender form/bid. In case of mis-statement this office may take any punitive action deem appropriate.

(B) FINANCIAL EVALUATION CRITERIA:


Financial Proposals/bids Evaluations will be made according to the specifications and the best quality on the basis of lowest rates, of technically responsive/qualified bid(s) proposals.

The Proposal/bid evaluated substantially responsive as per office specifications and the best quality on the basis of lowest rates of each item.

Note: For all items, the minimum requirement has been specified. However, equivalent or higher products could be quoted but selection is subject to the decision of the Purchase Committee.


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Directorate of Education (C)
Lahore Division, Lahore

20. **Acceptance Letter/Purchase Order**
The Procuring Agency shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.
21. **Terms & Conditions of Contract Form**
Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.
22. **Redressal of Grievances by the Procuring Agency**
- The Procuring Agency may constitute a Committee comprising of odd number of persons / members, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
 - Any Bidder(s) feeling aggrieved by any act of the Procuring Agency/ Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
 - The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
 - Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
23. **Instruction For Preparation Of Power Of Attorney/Letter of Authority**
- To be executed by an authorized representative of the Bidder(s) on Firm/ company letterhead enclosing attested Copy of National Identity Card.
 - The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
 - Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
 - In case the Tender Documents are signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.
24. **FORM OF BID:**
Forms, Terms & Conditions, Specifications, List of items, Bill of Quantities and Detail of Standards of Tender/Items are attached.
25. **GENERAL OR SPECIAL CONDITIONS OF CONTRACT**
- Contract Documents and Information**
The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Procuring Agency, without prior permission of the Procuring Agency, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.
 - Contract Language**
The language of the Contract and other relevant documents between the Contractor and the Procuring Agency shall be English or Urdu and in case of any translation the cost shall be borne by the Contractor.
 - Standards**
The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.
 - Commercial Availability**
The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.
 - Patent Rights**
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/supply of the Goods or any part thereof.
 - Execution Schedule**
The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within 45 days of the intimation/receipt of work / supply order.
 - Delivery**
The Contractor shall deliver the Goods/Items at according to purchase / work / supply order as specified by the Procuring Agency.
The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.
The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.
The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.
The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.
 - Inspection and Testing**
Technical & Inspection Committee shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications. The Procuring Agency may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Procuring Agency.
The Procuring Agency's / Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

ix. Warranty

The Contractor shall warrant to the Procuring Agency, Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Goods supplied under the Contract are genuine, brand new, non-refurbished, un-altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Procuring Agency / Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Procuring Agency. The end user licenses, end user warranties and end user contracting support Goods shall be in the name of Procuring Agency / Purchaser, for the Goods supplied under the Contract.

x. Ownership of Goods and Replaced Components

Goods to be supplied to the Procuring Agency/ Purchaser, pursuant to the Contract, shall become the property of the Procuring Agency when the Goods are taken over by the Procuring Agency / Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

xi. Defects Liability Expiry Certificate

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Procuring Agency / Purchaser, apply for a Defects Liability Expiry Certificate. The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Procuring Agency / Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

xii. Payment

The Contractor shall provide all necessary supporting documents along with invoice. The Contractor shall submit an Application for Payment to the Procuring Agency / Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Procuring Agency / Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any. The Procuring Agency / Purchaser shall get verified the details of Goods delivered against the specifications given by the concerned colleges/Technical & Inspection Committee and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned colleges/ Technical & Inspection Committee, as per details given in relevant Letter of Acceptance. The Procuring Agency / Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Procuring Agency / Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque. Payment to contractor will be made after getting 10% performance guarantees in shapes of CDRs which will be released after expiry of the warranty period as the case may be. (if applicable). All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

xiii. Price

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

xiv. Contract Amendment

The Procuring Agency / Purchaser 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.

The Contractor shall not execute any Change until and unless the Procuring Agency / Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

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.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency / Purchaser and the Contractor.


The BOQ contains estimated quantities which can be varied to meet any emerging need keeping in view the provisions of PPRA Rules.

xv. Assignment/Subcontract

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

xvi. Liquidated Damages

If the Contractor fails / delays in 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 / Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency / Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

xvii. Blacklisting

If the Contractor fails / delays in 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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring Agency / Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

26. Termination for Default

If the Contractor fails / delays in 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 / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, 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 (or such longer period as the Client may allow in writing), after receipt of such notice. If the Procuring Agency / Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency / Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

27. Termination for Insolvency

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

28. Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a 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, 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.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency / Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency / Purchaser 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

29. Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency / Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to redress the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency / Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Procuring Agency/Purchaser 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.

30. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

31. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency / Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

Note: i) There should be Signature and Stamp of the Firm on all the pages of bidding documents.
ii) No Financial bid shall be entertained that will not mention the Total price in words.

Assistant Director (C)
Directorate of Education
Lahore Division, Lahore

Signature & Stamp of the bidder

Director of Education (Colleges)
Lahore Division, Lahore
(Procuring Agency)



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

TECHNICAL PROPOSAL / BID

(PURCHASE OF BOOKS)

Govt. Associate College for Boys, Syed Wala, Nankana Sahib

DATE & TIME: 06-04-2024 At 2:00. PM.

Sr. No.	Name of Items / Material.	Detail of Specifications	Specifications Agreed / Not Agreed / offered by the bidder	Remarks of Technical Evaluation Committee
1	<u>BOOKS</u>	AS per Lists Attached		

5% bid security of estimated price (Rs. 25,000/-) must be attached with Technical Bid.

Name & Address of the Firm (according to FBR) _____

CNIC No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

C.D.R. No. _____ Dated _____ Amount 5% Rs. 25,000/-

Signature _____ Stamp _____ Rs. 2000/-



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

FINANCIAL PROPOSAL/ BID
(PURCHASE OF BOOKS)

Govt. Associate College for Boys, Syed Wala, Nankana Sahib

DATE & TIME: 18-04-2024 AT 2:00. PM.

Sr. #	Detail / Specifications of Items / Material to be Purchased.	Quantity	Rates Exclusive Sale Tax of Each Item	Rate of Sales Tax	Rates Including Sales Tax of each item	Value of Total quantity including Sales Taxes
1	<u>BOOKS</u> Lists Attached	As Per List Attached				

5% bid security of estimated price (Rs. 25,000/-) must be attached with Technical Bid.

Name & Address of the Firm (according to FBR) _____

CNIC No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

C.D.R. No. _____ Dated _____ Amount 5% Rs. 25,000/-

Signature _____ Stamp _____ Rs. 2000/-

Lahore, dated _____/2024

Annexure "A"

Form of Covering Letter


To

The Director of Education (Colleges),
Lahore Division, Lahore
(9-Hall Road, Lahore)

Subject : SUBMISSION OF BID

Dear Sir, Lahore, Dated _____

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said Items on terms of reference to be signed upon the award of contract for the sum indicated as per tender / financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frames specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of _____ days 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.
- d) We agree to execute a Contract in the form to be communicated by the Procuring Agency.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Authorized Signatures with Official Seal

Annexure "B"

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Firm / Company letter head duly signed and stamped)

Know all men by these presents, we (name of the Firm / company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 20_____

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Dated:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "C"

FORM OF UNDERTAKING

(On Firm/Company letterhead)

It is certified that the Information submitted/furnished herein as per Tender Document with regard to _____

is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 20 _____

Signature _____

(Firm / Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "D"

Form of Integrity Pact

We (Name of the Bidder(s)/supplier) _____

being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the Bidder(s) Firm/Company) hereinafter called the Contractor to submit the attached bid to the (Name of the Procuring Agency). Affiant further states that the said M/s (Bidding Firm/Company Name) _____ has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the (Name of the Procuring Agency) _____ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] 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 right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2024.

Notary Public


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "E"**CONTRACT / AGREEMENT FORM**

This agreement is made on _____ between the Directorate of Education (Colleges), Lahore Division, Lahore (Herein after called 1st party) and M/s _____ (Herein after called 2nd party) / lowest bidder. The 1st Party intends to procure the following articles/items/material as per specifications and quantity mentioned as under:

Sr. No	Detail / Specifications of Items / Material to be Procured.	Quantity	Approved Rates	Total Amount	Delivery Period
					30-Days

TERMS OF AGREEMENT

- Supply / Installation should be completed within 45 days after issuance of work / supply order. After prescribed period 0.067% of contract amount per day fine shall be charged up-to 10% of the Contract price. However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period.
- In case supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit C.D.R or may take any punitive action as he deem appropriate.
- 10% performance guarantee of supply order's value in shape of CDR / soon after issuance of supply order shall have to be provided, which shall be returned as per rule.
- Supply must be in accordance with the office specifications / Tender Terms & Conditions / approved sample etc, otherwise supply will be rejected. In such event 1st Party may forfeit CDR and cancel supply order.
- Supply shall have to be made at concerned colleges. Unloading shall be the responsibility of the Firm / bidder.
- Payment of bill of Purchase / supply / services / contract will be made after due process, on receipt of satisfactory report of Technical Inspection committee.
- All Government Taxes (Federal/Provincial) including Income Tax / Sales Tax, PRA / PST etc. will have to be paid by the firm(s) as per prevailing Rule/Law/policy/rule (in vogue). Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- Tenders Terms & conditions shall also be applied. Moreover procuring Agency may revise add / delete any condition deems appropriate.
- In case of any dispute arising between the parties regarding this contract, the matter will be referred to the Chairman, Purchase Committee i.e. Director of Education (Colleges), Lahore Division, Lahore who shall act as Arbitrator in terms of the Arbitration Act 1940 and his decision will be final and binding upon the parties.
- In case of any legal remedy/dispute resolution / case / writ / plaint, the matter will be agitated in the courts of Lahore city only.
- IN WITNESS HEREOF, the Director of Education (Colleges), Lahore Division, Lahore, for and on behalf of and Mr. _____ duly authorized by the M/s _____ for and on behalf of the firm signed these presents on the day and year first above written.

Secretary Purchase Committee

For and on behalf of
DEC, Lahore Div: Lahore.

WITNESSES

Signature _____
Name _____
Branch _____
CNIC # _____

WITNESSES

Signature _____
Name _____
Branch _____
CNIC # _____

Signed by .

For and on behalf of the firm
M/s _____

WITNESSES

Signature _____
Name _____
Designation _____
Address _____
CNIC # _____

WITNESSES

Signature _____
Name _____
Designation _____
Address _____
CNIC # _____

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Directorate of Education (Colleges)

Lahore Division, 9-A Hall Road, Lahore



Standard Bidding Documents

**Procurement of Plant & Machinery
for the
Govt. Associate College for Boys, Syed Wala,
Nankana Sahib**

Directorate of Education (Colleges), Lahore Division, Lahore

Tel: 042-99205109
042-99205223

Http:directorcollegeslahore.edu.pk
Email director.lhr.hed@gmail.com

Standard Bidding Document

**Procurement of Plant & Machinery
for the
Govt. Associate College for Boys, Syed Wala, Nankana Sahib**


Important Note

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., Director of Education (Colleges), Lahore Division, Lahore for Govt. Associate College for Boys, Syed Wala, Nankana Sahib through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected ab initio i.e. at the initial stage. The supporting data along with valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.


**Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore**

CHECK LIST (Mandatory)

Sr. No.	Description	Attachment (Yes/No)	Valid/ Invalid	Page #
1	Copy of CNIC of the Owner of Firm			
2	Complete address where business is being Run			
3	Address of the firm/Company/bidder must be mentioned as per FBR record/address.			
4	Copy of CNIC of the Authorized person if any			
5	Power of Attorney / Authority Letter (In case any person has been authorized)			
6	Registration Certificate of Company / Firm / Corporation / Supplier etc under the laws of Pakistan.			
7	Valid Income Tax Registration and active tax payer / return filer /Certificate			
8	Copy of Income Tax and GST Returns submitted to the FBR for the last Fiscal year			
9	Financial position / Bank statement of the month of June of last Two Years			
10	Compliance to the specifications of item(s)/ goods (all items) to be procured mentioned in this document (Undertaking)			
11	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document (Undertaking of same on legal Stamp paper)			
12	Submission of required undertaking on stamp paper duly attested by notary public that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.			
13	Bid Security = 5% of Estimated Price			
14	Last Two Years Audit Report of the Firm			
15	Certificate to the effect that rates are not abnormal			


 Assistant Director (C)
 Directorate of Education (C)
 Lahore Division, Lahore

Directorate of Education (Colleges), Lahore Division, Lahore.
Single Stage Two Envelopes
Terms & Conditions

1. Invitation to Bid

Firms registered under Income Tax / Sales Tax Act and sales tax payer having good reputation are invited to participate in the Tender. All tenders should be in the name of **Director of Education (Colleges), Lahore Division, Lahore**. Procuring agency reserves the right to reject all tenders/ bids if the provisions of Rule 35 of PPR 2014 updated. The tender procedure shall be "Single Stage Two Envelopes" as per rule 38 (2) a of PPR-2014 updated.

2. Applicability of Punjab Procurement Rules

Punjab Procurement Rules 2014, which may be downloaded from website of Punjab Procurement Regulatory Authority, will be strictly followed (<http://ppra.punjab.gov.pk>). In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Public / Punjab Procurement Regulatory Authority Act 2009 with reference to Punjab Procurement Rules 2014 (updated). In the provisions of PPR, 2014 will be applicable.

3. Methods of Advertisement (s)

- I. In compliance to Rule 12 (1&2) of Punjab Procurement Rules 2014, this Tender is being advertised / placed on the website of the Authority's website <http://ppra.punjab.gov.pk>, on the website of the procuring agency (**Director of Education (Colleges), Lahore Division, Lahore**) director.lhr.hed@gamil.com
- II. This Tender may also be published / advertised in at least two national daily newspapers of wide circulation, one in English and one in Urdu. (If applicable, under rule 12 (2) of PPR-2014, in case of estimated cost/price of the procurement exceeding (three million) rupees).

4. Type of Open Competitive Bidding

As per Rule 38 (2)(a), "Single Stage Two Envelopes" Bidding Procedure shall be used/followed. The said procedure is contemplated as follows:

- (i) The bid shall be a Single Stage comprising Two Envelopes, containing separately the 'financial' and 'technical' proposals;
- (ii) The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) 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;
- (iv) 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;
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) 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;
- (vii) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later; provided that the 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;
- (viii) The lowest evaluated bidder shall be awarded the contract;
- (ix) The Technical Proposals / envelopes shall be opened in public / presence of the bidders at the date & time advised/mentioned in the Bidding Document. The Work/Supply order is issued/Contract is awarded to the lowest Bidder whose Bid has been determined to be the lowest / evaluated substantially responsive bid.
- (x) The bid found to be the lowest/evaluated bid shall be accepted and Bidder(s) shall be awarded the Contract.

5. INSTRUCTIONS TO BIDDER(S)

Bid Security (Earnest Money) @ 05% of estimated price in shape of Call Deposit Receipt in favour of **Director of Education (Colleges), Lahore Division, Lahore** duly issued by any Scheduled Bank of Pakistan must be attached with the Technical Tender / Bid.

Plant & Machinery Price Rs. 7,49,000/- CDR 5% Rs.37,450/- (Must be attached with Technical Bid/Proposal)

Regarding purchase of Plant & Machinery only registered firm / manufacturer / Authorized partner may be allowed to participate in the Tender/bid. The bidder must declare that the supplied plant & machinery equipments / material will be original, shall not be replica, refurbished, repaired or used and are also verifiable from the original manufacturer.. Successful firm / manufacturer / authorized partner / company will provide warranty details (Verifiable from original Manufacturer). The firm will ensure the genuine parts and after sale warranty services. The firm / authorized partner / manufacturer must be attached with the request for the purchase of Tender form/bid. In case of mis-statement this office may take any punitive action deem appropriate.

- I. The bids completed in all respects as prescribed and required under this Tender Documents, must be got executed into Tender Box, placed at **Directorate of Education (Colleges), Lahore Division, Lahore**, not later than **1:00 PM** on last date of submission of bids i.e. **05-04-2024**
- II. Bids submitted late / after due date & time shall not be considered/ entertained.
- III. Bid security shall be returned to successful bidder(s) / firm(s) after furnishing of 10% performance guarantee which shall have to be provided soon after issuance of work / supply order and the same shall be returned after manufacturer warranty period which shall not be less than One year.

The bid security of unsuccessful firm(s) / bidder(s) shall be returned after issuance of work / supply order to successful firm(s) as per provisions contained in Clause "Bid Security" of the Terms and Conditions of the Tender in the bidding document mentioned hereinafter.


Assistant Director (C)
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- IV. The bids shall be publicly opened in the meeting / presence of bidders, at 2:00 P.M on 06-04-2024.
- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender Document contained in Clause regarding Invoke "Determination of Responsiveness of Bid" and "Rejection/Acceptance of the Tender" for making bids substantially responsive to the requirements of Bidding Documents.
- VI. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender / Bidding Document before submitting the Bid/tender. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Procuring Agency nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
- VIII. The successful Bidder (s) will be responsible for all the deliveries and deliverables to the concerned colleges within stipulated time or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Documents. (if provided)
- IX. Bidder(s) shall communicate all queries via office of the Director of Education Colleges, Lahore Div: Lahore.
- X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Procuring Agency Director of Education (Colleges), Lahore Division, Lahore will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XII. An affidavit / undertaking on stamp paper of Rs.100/- must be submitted by the bidder that the firm has not been Disqualified / Blacklisted earlier in the past by any Public Sector / Organization / Department.
- XIII. Communication address, E-mail, Telephone Numbers etc for the same should be provided with Technical Bid
- XIV. An agreement between Director of Education (Colleges), Lahore Division, Lahore and successful firm shall be executed on Stamp paper @ Rs.0.25% of total value of Supply order. The cost of stamp paper shall be borne by the firm(s) / bidder(s). Photocopies of CNIC of the owner of Firm and two witness/authorized persons as well as original authority letters must be attached / provided.
- XV. Supply period for items **30 days, from the date of issuance of work /Supply order. After due date of delivery Rs.0.067% of total amount of contract / supply order's value per day fine shall be charged up to 10% of the Contract price** However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period subject to the request having force majeure i.e. the reason beyond the ability of the bidders. However, the final decision lies with the **Director of Education (Colleges), Lahore Division, Lahore exclusively in this regard.**
- XVI. In case Firm / Supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit CDR or may take any punitive action as he deem appropriate.
- XVII. Supplies shall have to be delivered in the concerned colleges as required by **concerned Colleges / Director of Education (Colleges), Lahore Division, Lahore.** Arrangement of Labour and charges thereof shall be the responsibility of the Firm/Supplier.
- XVIII. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Director of Education (Colleges), Lahore Division, Lahore may forfeit CDR / Pay Order and take any punitive action as deemed appropriate.
- XIX. Payment of bill will be made after due process, on receipt of satisfactory report of the Principals of concerned colleges and Inspection Committee as per rules.
- XX. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax, S.E. Duty and Professional Tax, PRA Tax / PST etc. will have to be paid by the firm(s) under the prevailing procedure / law. All taxes imposed by the Government will be applicable and deduction will be made under the Rules. Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- XXI. The office may reject conditional / torn out / overwritten Tender(s). Downloaded or Photo copy of bidding documents will not be accepted.
- XXII. Warranty period offered for by the manufacturer shall be accepted which shall be not less than One year in any case.
- XXIII. Rates must be quoted in Pakistani Currency including all Taxes.
- XXIV. Validity period of offered rates should not be less than 120 days.
- XXV. The envelope of Tender must be sealed properly with transparent tap / wax and there should be written on corner of envelope and filled in as "Tender for Plant & Machinery" or obtaining any other information regarding Tenders can be visited **Directorate of Education (Colleges), Lahore Division, 9-A Hall Road, Lahore** during office hours on any working day. (Ph. No. 042-99205223 & 042-99205109)
- XXVI. Whenever, the word/expression/phrase "Imported" will be used, Tax exemption will only be allowed subject to provision of exemption certificate duly issued by Commissioner Inland Revenue Department(FBR).
- XXVII. The Bidding Documents containing comprehensive details can be obtained from **Budget Branch of Directorate of Education (Colleges), Lahore Division, 9-A Hall Road, Lahore** during the working office hours after paying the Purchase Fee.
6. **Determination of Responsiveness qualification of the Bid (Tender)**
- The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore**, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:
- meets the eligibility criteria given in Tender Documents for provision of Items;
 - meets the Technical Specifications for the Miscellaneous Items against each Item.
- A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Procuring Agency's rights or the Bidder(s)'s obligations under the Contract.
- The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.


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7. **Rejection/Acceptance of the Bid**

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the Bidder(s).

However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014).

The Tender shall be rejected if it is:

- i. substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted;
- v. **subjected to Interlineations / cuttings / corrections / erasures / over writings; or**
- vi. the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii. the Bidder(s) has conflict of interest with the Procuring Agency/Purchaser; or
- viii. the Bidder(s) tries to influence the Tender evaluation/Contract award; or
- ix. the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
- x. the Bidder(s) fails to meet the evaluation criteria requirements;
- xi. the Bidder(s) has been black listed by any public or private sector organization;
- xii. the Bidder(s) has been served any legal notice or displeasure letters by any public sector organization on serious failures to provide satisfactory Goods;
- xiii. the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiv. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xvi. Bidder is not authorized Dealer/Supplier/Distributor of manufacture Company.

8. **Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

9. **Notice**

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Procuring Agency/ Purchaser, the same shall be:

- i. In writing;
 - ii. issued within reasonable time;
 - iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

10. **Tender Cost**

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Procuring Agency shall not be responsible/liable for those costs/ expenses.

11. **Amendment of the Tender Document**

The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, where after all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 Rule 25(4).

12. **Preparation/Submission of Tender**

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape with proper index or table of contents;

13. **Tender Price**

The quoted price shall be:

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

- i. In Pak Rupees;
- ii. Inclusive of all taxes, duties, levies, insurance, freight, etc.;
- iii. Including all charges up to the delivery point / place at the **concerned colleges.**
- b. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
- c. where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
- d. In case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.


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14. Bid Security (Earnest Money)

- a. **The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:**
Plant & Machinery Rs.7,49,000/- CDR 5% Rs.37,450/- (Must be attached with Technical Bid/Proposal)
- i. for a sum equivalent to 5% of the estimated price of Items as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of **Director of Education (Colleges), Lahore Division, Lahore**
- ii. denominated in Pak Rupees;
- iii. have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- b. The Bid Security (Earnest Money) shall be forfeited by the Procuring Agency, on the occurrence of any or all of the following conditions:
- i. if the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
- ii. If the Bidder(s) does not accept the corrections of his Total Tender Price;
- iii. If the Bidder(s), having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

15. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Procuring Agency / Purchaser may solicit the Bidder(s) consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, shall allow to withdraw the bid without forfeiting the Bid security (Earnest Money).

16. Modification/Withdrawal of the Tender

- a. The Bidder(s) may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

17. Opening of the Tender

- a. Tenders shall be opened **at 2:00 P.M on 06-04-2024** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.

18. Clarification of the Tender

The Procuring Agency shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency.

19. Correction of Errors/Amendment of Tender

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- i. if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
- ii. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
- iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.
- e. PPRA Section 33(2) (The procuring Agency may if necessary after the opening of the bids seek and accept such clarification/s of the bid as do not change the substance of the bid) shall be apply.

(A) TECHNICAL EVALUATION CRITERIA:

As per specifications / good quality and samples.

Satisfactory report of Technical Committee is mandatory to qualify.

Plant & Machinery Price Rs.7,49,000/- CDR 5% (Rs.37,450/-)

Regarding purchase of Plant & Machinery only registered firm / manufacturer / Authorized partner may be allowed to participate in the Tender/bid. The bidder must to declare that the supplied plant & machinery equipments / material will be original, shall not be replica, refurbished, repaired or used and are also verifiable from the original manufacturer.. Successful firm / manufacturer / authorized partner /company will provide warranty details (Verifiable from original Manufacturer). The firm will ensure the genuine parts and after sale warranty services. The firm / authorized partner / manufacturer must be attached with the request for the purchase of Tender form/bid. In case of mis-statement this office may take any punitive action deem appropriate.

(B) FINANCIAL EVALUATION CRITERIA:

Financial Proposals/bids Evaluations will be made according to the specifications and the best quality on the basis of lowest rates, of technically responsive/qualified bid(s) proposals.


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The Proposal/bid evaluated substantially responsive as per office specifications and the best quality on the basis of lowest rates of each item.

Note: For all items, the minimum requirement has been specified. However, equivalent or higher products could be quoted but selection is subject to the decision of the Purchase Committee.

20. Acceptance Letter/Purchase Order

The Procuring Agency shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

21. Terms & Conditions of Contract Form

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.

22. Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency may constitute a Committee comprising of odd number of persons / members, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency/ Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

23. Instruction For Preparation Of Power Of Attorney/Letter of Authority

- a) To be executed by an authorized representative of the Bidder(s) on Firm/ company letterhead enclosing attested Copy of National Identity Card.
- b) The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
- d) In case the Tender Documents are signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.

24. FORM OF BID:

Forms, Terms & Conditions, Specifications, List of Items, Bill of Quantities and Detail of Standards of Tender/Items are attached.

25. GENERAL OR SPECIAL CONDITIONS OF CONTRACT

i. Contract Documents and Information

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Procuring Agency, without prior permission of the Procuring Agency, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

ii. Contract Language

The language of the Contract and other relevant documents between the Contractor and the Procuring Agency shall be English or Urdu and in case of any translation the cost shall be borne by the Contractor.

iii. Standards

The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.

iv. Commercial Availability

The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

v. Patent Rights

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/supply of the Goods or any part thereof.

vi. Execution Schedule

The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within 45 days of the intimation/receipt of work / supply order.

vii. Delivery

The Contractor shall deliver the Goods/Items at according to purchase / work / supply order as specified by the Procuring Agency.

The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.

The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.

The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.

The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.

viii. Inspection and Testing

Technical & Inspection Committee shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications. The Procuring Agency may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Procuring Agency.


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The Procuring Agency's / Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.

Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

ix. Warranty

The Contractor shall warrant to the Procuring Agency, Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Goods supplied under the Contract are genuine, brand new, non-refurbished, un-altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Procuring Agency / Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Procuring Agency. The end user licenses, end user warranties and end user contracting support Goods shall be in the name of Procuring Agency / Purchaser, for the Goods supplied under the Contract.

x. Ownership of Goods and Replaced Components

Goods to be supplied to the Procuring Agency/ Purchaser, pursuant to the Contract, shall become the property of the Procuring Agency when the Goods are taken over by the Procuring Agency / Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

xi. Defects Liability Expiry Certificate

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Procuring Agency / Purchaser, apply for a Defects Liability Expiry Certificate. The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Procuring Agency / Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

xii. Payment

The Contractor shall provide all necessary supporting documents along with invoice. The Contractor shall submit an Application for Payment to the Procuring Agency / Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Procuring Agency / Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any. The Procuring Agency / Purchaser shall get verified the details of Goods delivered against the specifications given by the concerned colleges/Technical & Inspection Committee and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned colleges/ Technical & Inspection Committee, as per details given in relevant Letter of Acceptance. The Procuring Agency / Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Procuring Agency / Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque. Payment to contractor will be made after getting 10% performance guarantees in shapes of CDRs which will be released after expiry of the warranty period as the case may be. (if applicable). All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

xiii. Price

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

xiv. Contract Amendment

The Procuring Agency / Purchaser 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.

The Contractor shall not execute any Change until and unless the Procuring Agency / Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

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.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency / Purchaser and the Contractor.

The BOQ contains estimated quantities which can be varied to meet any emerging need keeping in view the provisions of PPRA Rules.

xv. Assignment/Subcontract

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

xvi. Liquidated Damages

If the Contractor fails / delays in 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 / Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency / Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.


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xvii. Blacklisting

If the Contractor fails / delays in 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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring Agency / Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

26. Termination for Default

If the Contractor fails / delays in 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 / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, 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 (or such longer period as the Client may allow in writing), after receipt of such notice. If the Procuring Agency / Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency / Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

27. Termination for Insolvency

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

28. Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a 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, 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.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency / Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency / Purchaser 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

29. Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency / Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to redress the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency / Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Procuring Agency/Purchaser 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.

30. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on Income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

31. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency / Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

Note: I) There should be Signature and Stamp of the Firm on all the pages of bidding documents.
II) No Financial bid shall be entertained that will not mention the Total price in words.

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Signature & Stamp of the bidder.

Director of Education (Colleges)
Lahore Division, Lahore
Director of Education (Colleges)
Lahore Division, Lahore
(Procuring Agency)



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

TECHNICAL PROPOSAL / BID
(PURCHASE OF PLANT & MACHINERY)

Govt. Associate College for Boys, Syed Wala, Nankana Sahib

DATE & TIME: 06-04-2024 AT 2:00. PM.

Sr. No.	Name of Items / Material.	Detail of Specifications	Specifications Agreed / Not Agreed / offered by the bidder	Remarks of Technical Evaluation Committee
1	UPS with batteries.	1500 watt invertors complete with 2 Batteries 75/175 Amp with voltage controller kit and volt display meter		
2	Electric Water Cooler	60 Gallons, Stainless Steel body with new heavy compressor.		
3	Photostat Machine	A3 Size any International Brand Speed up to 45 Pages Per Minutes First Page 3.9 Second, 100 Pages in Documents Feeder, Resolution 1200 x 1200 Dpi, STD Paper Capacity Dual 500 Sheets Paper Cassette, Power requirement 220 Volts		
4	Fax Mail/Machine (Latest Technology)	(Latest Technology)		
5	Air Conditioner (2 Ton)	2 Ton Cooling Capacity 24000 BTU, Powerful cooling, Work up to 52 °C(T3 condition), Auto restart, Concealed LED display, Easy clean(indoor) Intelligent airflow, Super quiet mode, Evaporator self-cleaning		

5% bid security of estimated price (Rs. 37,450/-) must be attached.

Name & Address of the Firm (according to FBR)_____

CNIC No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5%Rs.37,450/-

Signature _____ Stamp _____ Rs.2000/-

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

FINANCIAL PROPOSAL/BID
(PURCHASE OF PLANT & MACHINERY)

Govt. Associate College for Boys, Syed Wala, Nankana Sahib

DATE & TIME: 18-04-2024 AT 2:00. PM

Sr. No.	Detail / Specifications of Items / Material to be Purchased.	Quantity	Rates Exclusive Sale Tax of Each Item	Rate of Sales Tax	Rates Including Sales Tax of each Item	Value of Total quantity Including Sales Taxes
1	UPS with Batteries 1500 watt inverters complete with 2 Batteries 75/175 Amp with voltage controller kit and volt display meter	03 Nos				
2	Electric Water Cooler 30 Gallons, Stainless Steel body with new heavy compressor.	05 Nos				
3	Photostat Machine A3 Size any International Brand Speed up to 45 Pages Per Minutes First Page 3.9 Second, 100 Pages in Documents Feeder, Resolution 1200 x 1200 Dpi, STD Paper Capacity Dual 500 Sheets Paper Cassette, Power requirement 220 Volts	01 Nos				
4	Fax Mail / Machine Fax Mail/Machine (Latest Technology)	01 Nos				
5	Air Conditioner (2-Ton) 2 Ton Cooling Capacity 24000 BTU, Powerful cooling, Work up to 52 °C(T3 condition), Auto restart, Concealed LED display, Easy clean(indoor) Intelligent airflow, Super quiet mode, Evaporator self-cleaning	02 Nos				

All columns must be filled in

5% bid security of estimated price (Rs. 37,450/-) must be attached.

Name & Address of the Firm (according to FBR) _____

CNIC No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5%Rs.37,450/-

Signature _____ Stamp _____

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore
Rs. 2000/-

Lahore, dated _____/2024

Annexure "A"

Form of Covering Letter

To

The Director of Education (Colleges),
Lahore Division, Lahore
(9-Hall Road, Lahore)

Subject : SUBMISSION OF BID

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said Items on terms of reference to be signed upon the award of contract for the sum indicated as per tender / financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frames specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of ____ days 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.
- d) We agree to execute a Contract in the form to be communicated by the Procuring Agency.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Authorized Signatures with Official Seal

Annexure "B"

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Firm / Company letter head duly signed and stamped)

Know all men by these presents, we (name of the Firm / company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____, 20_____

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Dated:

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "C"

FORM OF UNDERTAKING

(On Firm/Company letterhead)

It is certified that the Information submitted/furnished herein as per Tender Document with regard to _____ is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 20 _____

Signature _____

(Firm / Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "D"

Form of Integrity Pact

We (Name of the Bidder(s)/supplier) _____

being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the Bidder(s) Firm/Company) hereinafter called the Contractor to submit the attached bid to the (Name of the Procuring Agency). Affiant further states that the said M/s (Bidding Firm/Company Name) _____ has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the (Name of the Procuring Agency) _____ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] 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 right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2024.

Notary Public


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

CONTRACT / AGREEMENT FORM

This agreement is made on _____ between the Directorate of Education (Colleges), Lahore Division, Lahore (Herein after called 1st party) and M/s _____ (Herein after called 2nd party) / lowest bidder. The 1st Party intends to procure the following articles/items/material as per specifications and quantity mentioned as under:

Sr. No	Detail / Specifications of Items / Material to be Procured.	Quantity	Approved Rates	Total Amount	Delivery Period
					30-Days

TERMS OF AGREEMENT

- Supply / Installation should be completed within 45 days after Issuance of work / supply order. After prescribed period 0.067% of contract amount per day fine shall be charged up-to 10% of the Contract price. However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period.
- In case supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit C.D.R or may take any punitive action as he deem appropriate.
- 10% performance guarantee of supply order's value in shape of CDR / soon after issuance of supply order shall have to be provided, which shall be returned as per rule.
- Supply must be in accordance with the office specifications / Tender Terms & Conditions / approved sample etc, otherwise supply will be rejected. In such event 1st Party may forfeit CDR and cancel supply order.
- Supply shall have to be made at concerned colleges. Unloading shall be the responsibility of the Firm / bidder.
- Payment of bill of Purchase / supply / services / contract will be made after due process, on receipt of satisfactory report of Technical Inspection committee.
- All Government Taxes (Federal/Provincial) including Income Tax / Sales Tax, PRA / PST etc. will have to be paid by the firm(s) as per prevailing Rule/Law/policy/rule (in vogue). Only FBR Exemption will be accepted whereas Bill of Entry / GD Import documents will not be accepted.
- Tenders Terms & conditions shall also be applied. Moreover procuring Agency may revise add / delete any condition deems appropriate.
- In case of any dispute arising between the parties regarding this contract, the matter will be referred to the Chairman, Purchase Committee i.e. Director of Education (Colleges), Lahore Division, Lahore who shall act as Arbitrator in terms of the Arbitration Act 1940 and his decision will be final and binding upon the parties.
- In case of any legal remedy/dispute resolution / case / writ / plaint, the matter will be agitated in the courts of Lahore city only.
- IN WITNESS WHEREOF, the Director of Education (Colleges), Lahore Division, Lahore, for and on behalf of and Mr. _____ duly authorized by the M/s _____ for and on behalf of the firm signed these presents on the day and year first above written.

Secretary Purchase Committee
For and on behalf of
DEC, Lahore Div: Lahore.

WITNESSES

Signature _____
Name _____
Branch _____
CNIC # _____

WITNESSES

Signature _____
Name _____
Branch _____
CNIC # _____

[Signature]
Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Signed by _____
For and on behalf of the firm
M/s _____

WITNESSES

Signature _____
Name _____
Designation _____
Address _____
CNIC # _____

WITNESSES

Signature _____
Name _____
Designation _____
Address _____
CNIC # _____

Directorate of Education (Colleges)

Lahore Division, 9-A Hall Road, Lahore



Standard Bidding Documents

**Procurement of I.T. Equipments
for the Govt. Associate College for Boys, Syed Wala,
Nankana Sahib**

Directorate of Education (Colleges), Lahore Division, Lahore

Tel: 042-99205109
042-99205223

Http:directorcollegeslahore.edu.pk
Email director.lhr.hed@gmail.com

Standard Bidding Document

Procurement of I.T. Equipments for the Govt. Associate College for Boys, Syed Wala, Nankana Sahib


Important Note

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., Director of Education (Colleges), Lahore Division, Lahore for Govt. Associate College for Boys, Syed Wala, Nankana Sahib through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected ab initio i.e. at the initial stage. The supporting data along with valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

CHECK LIST (Mandatory)

Sr. No.	Description	Attachment (Yes/No)	Valid/Invalid	Page #
1	Copy of CNIC of the Owner of Firm			
2	Complete address where business is being Run			
3	Address of the firm/Company/bldder must be mentioned as per FBR record/address.			
4	Copy of CNIC of the Authorized person if any			
5	Power of Attorney / Authority Letter (In case any person has been authorized)			
6	Registration Certificate of Company / Firm / Corporation / Supplier etc under the laws of Pakistan.			
7	Valid Income Tax Registration and active tax payer / return filer /Certificate			
8	Copy of Income Tax and GST Returns submitted to the FBR for the last Fiscal year			
9	Financial position / Bank statement of the month of June of last Two Years			
10	Compliance to the specifications of Item(s)/ goods (all items) to be procured mentioned in this document (Undertaking)			
11	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document (Undertaking of same on legal Stamp paper)			
12	Submission of required undertaking on stamp paper duly attested by notary public that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.			
13	Bid Security = 5% of Estimated Price			
14	Last Two Years Audit Report of the Firm			
15	Certificate to the effect that rates are not abnormal			


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Directorate of Education (Colleges), Lahore Division, Lahore.

Single Stage Two Envelopes

Terms & Conditions

1. Invitation to Bid

Firms registered under Income Tax / Sales Tax Act and active tax payer having good reputation are eligible to participate in the Tender. All Tenders should be on the name of **Director of Education (Colleges), Lahore Division, Lahore**. Procuring agency reserves the right to reject all tenders/bids within the provisions of Rule 35 of PPR-2014 updated. **The Tender procedure shall be "Single Stage Two Envelopes" as per rule 38 (2) a of PPR-2014 updated.**

2. Applicability of Punjab Procurement Rules

Punjab Procurement Rules 2014, which may be downloaded from website of Punjab Procurement Regulatory Authority, will be strictly followed (<http://ppra.punjab.gov.pk>). In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Public / Punjab Procurement Regulatory Authority Act 2009 with reference to Punjab Procurement Rules 2014 (updated). All the provisions of PPR,2014 will be applicable.

3. Methods of Advertisement (s)

- I. In compliance to Rule 12 (1&2) of Punjab Procurement Rules 2014, this Tender is being advertised / placed on the website of the Authority's website <http://ppra.punjab.gov.pk>, on the website of the procuring agency (**Director of Education (Colleges), Lahore Division, Lahore**) director.lhr.hed@gmail.com
- II. This Tender may also be published / advertised in at least two national daily newspapers of wide circulation, one in English and one in Urdu. (If applicable, under rule 12 (2) of PPR-2014, in case of estimated cost/price of the procurement exceeding [three million] rupees).

4. Type of Open Competitive Bidding

As per Rule 38 (2)(a), "Single Stage Two Envelopes" Bidding Procedure shall be used/followed. The said procedure is contemplated as follows:

- (i) The bid shall be a Single Stage comprising Two Envelopes, containing separately the 'financial' and 'technical' proposals;
- (ii) The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) 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;
- (iv) 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;
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) 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;
- (vii) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later:
provided that the 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;
- (viii) The lowest evaluated bidder shall be awarded the contract;
- (ix) The Technical Proposals / envelopes shall be opened in public / presence of the bidders at the date & time advised/mentioned in the Bidding Document. The Work/Supply order is issued/Contract is awarded to the lowest Bidder whose Bid has been determined to be the lowest / evaluated substantially responsive Bid.
- (x) The bid found to be the lowest/evaluated bid shall be accepted and Bidder(s) shall be awarded the Contract.

5. INSTRUCTIONS TO BIDDER(S)

Bid Security (Earnest Money) @ 05% of estimated price in shape of Call Deposit Receipt in favour of **Director of Education (Colleges), Lahore Division, Lahore** duly issued by any Scheduled Bank of Pakistan must be attached with the Technical Tender / Bid.

I.T. Equipments Price Rs.9,55,000/- CDR 5% Rs.47,750/- (Must be attached with Technical Bid/Proposal)

Regarding purchase of I.T. Equipments, only registered firms / manufacturer/authorized partner (Verifiable from original Manufacturer) may be allowed to participate in the Tender/bid. The successful firm / manufacturer / authorized Partner will provide warranty details (Verifiable from original Manufacturer). Samples are mandatory. Registered firms / manufacturer / authorized partner must be attached with the request for the purchase of Tender form/bid. The bidder must have to declare that the supplied I.T. Equipments will be original, shall not be refurbished, repaired, used and are also verifiable from the original manufacturer. In case of mis-statement this office may take any punitive action deem appropriate.

- I. The bids completed in all respects as prescribed and required under this Tender Documents, must be got executed into Tender Box, placed at **Directorate of Education (Colleges), Lahore Division, Lahore**, not later than **01:00 P.M** on last date of submission of bids i.e. **05-04-2024**.
- II. **Bids submitted late / after due date & time shall not be considered/ entertained.**
- III. Bid security shall be returned to successful bidder(s) / firm(s) after furnishing of 10% performance guarantee which shall have to be provided soon after issuance of work / supply order and the same shall be returned after manufacturer warranty period which shall not be less than One year.

The bid security of unsuccessful firm(s) / bidder(s) shall be returned after issuance of work / supply order to successful firm(s) as per provisions contained in Clause "Bid Security" of the Terms and Conditions of the Tender in this bidding document mentioned hereinafter.

(Signature)
Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

- IV. The bids shall be publicly opened in the meeting/in presence of bidders, at **2:00 P.M** on **06-04-2024**.
- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender Document contained in Clause regarding Invoke **"Determination of Responsiveness of Bid"** and **"Rejection/Acceptance of the Tender"** for making bids substantially responsive to the requirements of Bidding Documents.
- VI. **It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender / Bidding Document before submitting the Bid/tender. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Procuring Agency nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).**
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from Increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
- VIII. The successful Bidder (s) will be responsible for all the deliveries and deliverables to the concerned colleges within stipulated time or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Documents. (if provided)
- IX. Bidder(s) shall communicate all queries via office of the Director of Education Colleges, Lahore Div: Lahore.
- X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore** will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XII. An affidavit / undertaking on stamp paper of Rs.100/- must be submitted by the bidder that the firm has not been Disqualified / Blacklisted earlier in the past by any Public Sector / Organization / Department.
- XIII. Communication address, E-mail, Telephone Numbers etc for the same should be provided with Technical Bid
- XIV. An agreement between **Director of Education (Colleges), Lahore Division, Lahore** and successful firm shall be executed on Stamp paper @ Rs.0.25% of total value of Supply order. The cost of stamp paper shall be borne by the firm(s) / bidder(s). Photocopies of CNIC of the owner of Firm and two witness/authorized persons as well as original authority letters must be attached / provided.
- XV. **Supply period for items 30 days, from the date of issuance of work /Supply order. After due date of delivery Rs.0.067% of total amount of contract / supply order's value per day fine shall be charged up-to 10% of the Contract price However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period subject to the request having force majeure i.e. the reason beyond the ability of the bidders. However, the final decision lies with the Director of Education (Colleges), Lahore Division, Lahore exclusively in this regard.**
- XVI. In case Firm / Supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit CDR or may take any punitive action as he deem appropriate.
- XVII. Supplies shall have to be delivered in the concerned colleges as required by **concerned Colleges / Director of Education (Colleges), Lahore Division, Lahore**. Arrangement of Labour and charges thereof shall be the responsibility of the Firm/Supplier.
- XVIII. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Director of Education (Colleges), Lahore Division, Lahore may forfeit CDR / Pay Order and take any punitive action as deemed appropriate.
- XIX. Payment of bill will be made after due process, on receipt of satisfactory report of the Principals of concerned colleges and Inspection Committee as per rules.
- XX. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax, S.E. Duty and Professional Tax, PRA Tax / PST etc. will have to be paid by the firm(s) under the prevailing procedure / law. All taxes imposed by the Government will be applicable and deduction will be made under the Rules. Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- XXI. The office may reject conditional / torn out / overwritten Tender(s). Downloaded or Photo copy of bidding documents will not be accepted.
- XXII. **Warranty period** offered for by the manufacturer shall be accepted which shall be not less than One year in any case.
- XXIII. Rates must be quoted in Pakistani Currency including all Taxes.
- XXIV. Validity period of offered rates should not be less than 120 days.
- XXV. The envelope of Tender must be sealed properly with transparent tap / wax and there should be written on corner of envelope and filled in as **"Tender for I.T. Equipments"** or obtaining any other information regarding Tenders can be visited **Directorate of Education (Colleges), Lahore Division, 9-A Hall Road Lahore** during office hours on any working day. (Ph. No. 042-99205223 & 042-99205109)
- XXVI. Whenever, the word/expression/phrase "imported" will be used, Tax exemption will only be allowed subject to provision of exemption certificate duly issued by Commissioner Inland Revenue Department(FBR).
- XXVII. The Bidding Documents containing comprehensive details can be obtained from **Budget Branch of Directorate of Education (Colleges), Lahore Division, Lahore** during the working office hours after paying the Purchase Fee.

6. Determination of Responsiveness qualification of the Bid (Tender)

The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore**, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:

- i. meets the eligibility criteria given in Tender Documents for provision of Items;
- ii. meets the Technical Specifications for the Miscellaneous Items against each Item.

A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Procuring Agency's rights or the Bidder(s)'s obligations under the Contract.

The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

7. Rejection/Acceptance of the Bid

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the Bidder(s). However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014).

The Tender shall be rejected if it is:

- i. substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted;
- v. **subjected to Interlineations / cuttings / corrections / erasures / over writings; or**
- vi. the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii. the Bidder(s) has conflict of Interest with the Procuring Agency/Purchaser; or
- viii. the Bidder(s) tries to influence the Tender evaluation/Contract award; or
- ix. the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
- x. the Bidder(s) fails to meet the evaluation criteria requirements;
- xi. the Bidder(s) has been black listed by any public or private sector organization;
- xii. the Bidder(s) has been served any legal notice or displeasure letters by any public sector organization on serious failures to provide satisfactory Goods;
- xiii. the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiv. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xvi. Bidder is not authorized Dealer/Supplier/Distributor of manufacture Company.

8. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words Importing the singular only shall also include the plural and vice versa where the context so requires.

9. Notice

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Procuring Agency/ Purchaser, the same shall be:

- i. in writing;
 - ii. issued within reasonable time;
 - iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

10. Tender Cost

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Procuring Agency shall not responsible/liable for those costs/ expenses.

11. Amendment of the Tender Document

The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, where after all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 Rule 25(4).

12. Preparation/Submission of Tender

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape with proper Index or table of contents;

13. Tender Price

The quoted price shall be:

- a. best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
- i. in Pak Rupees;
 - ii. inclusive of all taxes, duties, levies, insurance, freight, etc.;
 - iii. including all charges up to the delivery point / place at the concerned college.
- b. if not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
 - c. where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
 - d. in case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.


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14. Bid Security (Earnest Money)

a. The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:

I.T. Equipments Rs.9,55,000/- CDR 5% Rs.47,750/- (Must be attached with Technical Bid/Proposal)

- i. for a sum equivalent to 5% of the estimated price of Items as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of **Director of Education (Colleges), Lahore Division, Lahore**
 - ii. denominated in Pak Rupees;
 - iii. have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- b. The Bid Security (Earnest Money) shall be forfeited by the Procuring Agency, on the occurrence of any or all of the following conditions:**
- i. If the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
 - ii. If the Bidder(s) does not accept the corrections of his Total Tender Price;
 - iii. If the Bidder(s), having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

15. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Procuring Agency / Purchaser may solicit the Bidder(s) consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, shall allow to withdraw the bid without forfeiting the Bid security (Earnest Money).

16. Modification/Withdrawal of the Tender

- a. The Bidder(s) may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

17. Opening of the Tender

- a. Tenders shall be opened at **2:00 P.M on 06-04-2024** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.

18. Clarification of the Tender

The Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency.

19. Correction of Errors/Amendment of Tender

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - i. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
 - ii. If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
 - iii. If there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.
- e. PPRA Section 33(2) (The procuring Agency may if necessary after the opening of the bids seek and accept such clarification/s of the bid as do not change the substance of the bid) shall be apply.

(A) TECHNICAL EVALUATION CRITERIA:

As per specifications / good quality and samples.

Satisfactory report of Technical Committee is mandatory to qualify.

I.T. Equipments Price Rs.9,55,000/- CDR 5% (Rs.47,750/-)

Regarding purchase of I.T. Equipments, only registered firms / manufacturer/authorized partner (Verifiable from original Manufacturer) may be allowed to participate in the Tender/bid. The successful firm / manufacturer / authorized Partner will provide warranty details (Verifiable from original Manufacturer). Samples are mandatory. Registered firms / manufacturer / authorized partner must be attached with the request for the purchase of Tender form/bid. The bidder must have to declare that the supplied I.T. Equipments will be original, shall not be refurbished, repaired, used and are also verifiable from the original manufacturer. In case of mis-statement this office may take any punitive action deem appropriate.

(B) FINANCIAL EVALUATION CRITERIA:

Financial Proposals/bids Evaluations will be made according to the specifications and the best quality on the basis of lowest rates, of technically responsive/qualified bid(s) proposals.


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The Proposal/bid evaluated substantially responsive as per office specifications and the best quality on the basis of lowest rates of each item.

Note: For all items, the minimum requirement has been specified. However, equivalent or higher products could be quoted but selection is subject to the decision of the Purchase Committee.

20. Acceptance Letter/Purchase Order

The Procuring Agency shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

21. Terms & Conditions of Contract Form

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.

22. Redressal of Grievances by the Procuring Agency

a. The Procuring Agency may constitute a Committee comprising of odd number of persons / members, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.

b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency/ Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.

c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

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

23. Instruction For Preparation Of Power Of Attorney/Letter of Authority

a) To be executed by an authorized representative of the Bidder(s) on Firm/ company letterhead enclosing attested Copy of National Identity Card.

b) The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

c) Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).

d) In case the Tender Documents are signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.

24. FORM OF BID:

Forms, Terms & Conditions, Specifications, List of Items, Bill of Quantities and Detail of Standards of Tender/Items are attached.

25. GENERAL OR SPECIAL CONDITIONS OF CONTRACT

i. Contract Documents and Information

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Procuring Agency, without prior permission of the Procuring Agency, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

ii. Contract Language

The language of the Contract and other relevant documents between the Contractor and the Procuring Agency shall be English or Urdu and in case of any translation the cost shall be borne by the Contractor.

iii. Standards

The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.

iv. Commercial Availability

The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

v. Patent Rights

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/supply of the Goods or any part thereof.

vi. Execution Schedule

The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within 45 days of the intimation/receipt of work / supply order.

vii. Delivery

The Contractor shall deliver the Goods/Items at according to purchase / work / supply order as specified by the Procuring Agency.

The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.

The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.

The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.

The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.

viii. Inspection and Testing

Technical & Inspection Committee shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications. The Procuring Agency may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Procuring Agency.


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The Procuring Agency's / Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.

Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

ix. Warranty

The Contractor shall warrant to the Procuring Agency, Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Goods supplied under the Contract are genuine, brand new, non-refurbished, un-altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Procuring Agency / Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Procuring Agency. The end user licenses, end user warranties and end user contracting support Goods shall be in the name of Procuring Agency / Purchaser, for the Goods supplied under the Contract.

x. Ownership of Goods and Replaced Components

Goods to be supplied to the Procuring Agency/ Purchaser, pursuant to the Contract, shall become the property of the Procuring Agency when the Goods are taken over by the Procuring Agency / Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

xi. Defects Liability Expiry Certificate

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Procuring Agency / Purchaser, apply for a Defects Liability Expiry Certificate. The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Procuring Agency / Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

xii. Payment

The Contractor shall provide all necessary supporting documents along with invoice. The Contractor shall submit an Application for Payment to the Procuring Agency / Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Procuring Agency / Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any. The Procuring Agency / Purchaser shall get verified the details of Goods delivered against the specifications given by the concerned colleges/Technical & Inspection Committee and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned colleges/ Technical & Inspection Committee, as per details given in relevant Letter of Acceptance. The Procuring Agency / Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Procuring Agency / Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque. Payment to contractor will be made after getting 10% performance guarantees in shapes of CDRs which will be released after expiry of the warranty period as the case may be. (If applicable). All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from Issuance of Acceptance Letter till termination of the signed contract in this regard.

xiii. Price

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

xiv. Contract Amendment

The Procuring Agency / Purchaser 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. The Contractor shall not execute any Change until and unless the Procuring Agency / Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client. 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. No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency / Purchaser and the Contractor. The BOQ contains estimated quantities which can be varied to meet any emerging need keeping in view the provisions of PPRA Rules.

xv. Assignment/Subcontract

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

xvi. Liquidated Damages

If the Contractor fails / delays in 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 / Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency / Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.


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xvii. Blacklisting

If the Contractor fails / delays in 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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring Agency / Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

26. Termination for Default

If the Contractor fails / delays in 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 / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, 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 (or such longer period as the Client may allow in writing), after receipt of such notice. If the Procuring Agency / Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency / Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

27. Termination for Insolvency

If the Contractor becomes Bankrupt or otherwise Insolvent, the Procuring Agency / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the Insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

28. Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a 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, 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.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency / Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency / Purchaser 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

29. Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency / Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to redress the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency / Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Procuring Agency/Purchaser 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.

30. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

31. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency / Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

- Note:**
- i) There should be Signature and Stamp of the Firm on all the pages of bidding documents.
 - ii) No Financial bid shall be entertained that will not mention the Total price in words.

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Lahore Division, Lahore

Signature & Stamp of the bidder

Director of Education (Colleges)
Lahore Division, Lahore
(Procuring Agency)
Director of Education (Colleges)
Lahore Division, Lahore.



**DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE**

**TECHNICAL PROPOSAL / BID
(PURCHASE OF I.T. EQUIPMENTS)**

Govt. Associate College for Boys, Syed Wala, Nankana Sahib

DATE & TIME: 06-04-2024 At 2:00.PM

Sr. No.	Name of Items / Material.	Detail of Specifications	Specifications Agreed / Not Agreed / offered by the bidder	Remarks of Technical Evaluation Committee
1	Computer i7 with LED/LCD 17" and all related accessories.	Core i7 Branded Processor; Latest Intel minimum 3 GHZ or higher Cache; Minimum 6MB or higher HDD; 1TB GB SATA 7200 RPM or higher; RAM: 8 GB or Higher DVD-RW optical Drive, Graphic Card: 1GB or Higher, Key Board & Mouse, CD/LED: 24" Windows 7 or 8.1; genuine/Registered Office 2013; Genuine/Registered		
2	Professional Laser Jet Printer.	33 ppm or higher- A4/Legal 1 x toner cartridge (black) - up to 2700 pages installed Ram 256 MB, 1200 dpi resolution, Networking USB, Gigabit LAN, Wi-Fi(n), USB host.		
3	Extension Wires	Multi Plugs Minimum 6		
4	Scanner	Latest technology, Legal Size 25 pages per minute with 2 sided scanning in a single pass, 600 dpi scanning resolution, Accurately capture text with pro OCR software		

5% bid security of estimated price (Rs. 47,750/-) must be attached.

Name & Address of the Firm (according to FBR)_____

CNIC No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

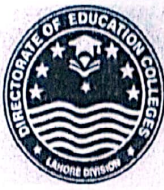
Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.47,750/-

Signature _____ Stamp _____

Rs.2000/-

[Signature]
**Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore**



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

FINANCIAL PROPOSAL/BID
(PURCHASE OF I.T. EQUIPMENTS)

Govt. Associate College for Boys, Syed Wala, Nankana Sahib

DATE & TIME: 18-04-2024 At 2:00.PM

Sr. #	Detail / Specifications of Items / Material to be Purchased.	Quantity	Rates Exclusive Sale Tax of Each Item	Rate of Sales Tax	Rates Including Sales Tax of each Item	Value of Total quantity including Sales Taxes
1	Computer Core i7 with LED/LCD 17" & all related accessories Core i7 Branded Processor: Latest Intel minimum 3 GHZ or higher Cache: Minimum 6MB or higher HDD: 1TB GB SATA 7200 RPM or higher. RAM: 8 GB or Higher DVD-RW optical Drive. Graphic Card: 1GB or Higher. Key Board & Mouse. CD/LED: 24" Windows 7 or 8.1: genuine/Registered Office 2013: Genuine/Registered	12 Nos				
2	Professional Laser Jet Printer 33 ppm or higher- A4/Legal 1 x toner cartridge (black) - up to 2700 pages installed Ram 256 MB, 1200 dpi resolution, Networking USB, Gigabit LAN, Wi-Fi(n), USB host.	02 Nos				
3	Extension Wires Multi Plugs Minimum 6	12 Nos				
4	Scanner Latest technology, Legal Size 25 pages per minute with 2 sided scanning in a single pass, 600 dpi scanning resolution, Accurately capture text with pro OCR software	01 Nos				

All columns must be filled in

Name & Address of the Firm (according to FBR) _____

_____ (Copy attached)
CNIC No. _____

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.47,750/-

Signature _____ Stamp _____

Rs.2000/-

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Lahore, dated _____/2024


Annexure "A"

Form of Covering Letter

To

The Director of Education (Colleges),
Lahore Division, Lahore
(9-Hall Road, Lahore)

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said Items on terms of reference to be signed upon the award of contract for the sum indicated as per tender / financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frames specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of ____ days 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.
- d) We agree to execute a Contract in the form to be communicated by the Procuring Agency.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.


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Directorate of Education (C)
Lahore Division, Lahore

Authorized Signatures with Official Seal

Annexure "B"

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Firm / Company letter head duly signed and stamped)

Know all men by these presents, we (name of the Firm / company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 20 _____

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Dated:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "C"

FORM OF UNDERTAKING

(On Firm/Company letterhead)

It is certified that the Information submitted/furnished herein as per Tender Document with regard to _____ is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 20 _____

Signature _____

(Firm / Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

FORM OF UNDERTAKING

(On Firm/Company letterhead)

It is certified that the information submitted/furnished herein as per Tender Document with regard to _____ is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 20_____

Signature _____

(Firm / Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "D"

Form of Integrity Pact

We (Name of the Bidder(s)/supplier) _____

being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the Bidder(s) Firm/Company) hereinafter called the Contractor to submit the attached bid to the (Name of the Procuring Agency). Affiant further states that the said M/s (Bidding Firm/Company Name) _____ has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the (Name of the Procuring Agency) _____ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] 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 right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2024.

Notary Public


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "E"

CONTRACT / AGREEMENT FORM

This agreement is made on _____ between the Directorate of Education (Colleges), Lahore Division, Lahore (Herein after called 1st party) and M/s _____ (Herein after called 2nd party) / lowest bidder. The 1st Party intends to procure the following articles/items/material as per specifications and quantity mentioned as under:

Sr. No	Detail / Specifications of Items / Material to be Procured.	Quantity	Approved Rates	Total Amount	Delivery Period
					30-days

TERMS OF AGREEMENT

- Supply / Installation should be completed within 45 days after issuance of work / supply order. After prescribed period 0.067% of contract amount per day fine shall be charged up-to 10% of the Contract price. However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period.
- In case supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit C.D.R or may take any punitive action as he deem appropriate.
- 10% performance guarantee of supply order's value in shape of CDR / soon after issuance of supply order shall have to be provided, which shall be returned as per rule.
- Supply must be in accordance with the office specifications / Tender Terms & Conditions / approved sample etc, otherwise supply will be rejected. In such event 1st Party may forfeit CDR and cancel supply order.
- Supply shall have to be made at concerned colleges. Unloading shall be the responsibility of the Firm / bidder.
- Payment of bill of Purchase / supply / services / contract will be made after due process, on receipt of satisfactory report of Technical inspection committee.
- All Government Taxes (Federal/Provincial) including Income Tax / Sales Tax, PRA / PST etc. will have to be paid by the firm(s) as per prevailing Rule/Law/policy/rule (in vogue). Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- Tenders Terms & conditions shall also be applied. Moreover procuring Agency may revise add / delete any condition deems appropriate.
- In case of any dispute arising between the parties regarding this contract, the matter will be referred to the Chairman, Purchase Committee i.e. Director of Education (Colleges), Lahore Division, Lahore who shall act as Arbitrator in terms of the Arbitration Act 1940 and his decision will be final and binding upon the parties.
- In case of any legal remedy/dispute resolution / case / writ / plaint, the matter will be agitated in the courts of Lahore city only.
- IN WITNESS WHEREOF, the Director of Education (Colleges), Lahore Division, Lahore, for and on behalf of and Mr. _____ duly authorized by the M/s _____ for and on behalf of the firm signed these presents on the day and year first above written.

Secretary Purchase Committee

For and on behalf of
DEC, Lahore Div: Lahore.

WITNESSES

Signature _____

Name _____

Branch _____

CNIC # _____

WITNESSES

Signature _____

Name _____

Branch _____

CNIC # _____

Signed by _____

For and on behalf of the firm

M/s _____

WITNESSES

Signature _____

Name _____

Designation _____

Address _____

CNIC # _____

WITNESSES

Signature _____

Name _____

Designation _____

Address _____

CNIC # _____

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Directorate of Education (Colleges)

Lahore Division, 9-A Hall Road, Lahore



Standard Bidding Documents

**Procurement of Furniture & Fixture for the
Govt. Associate College for Boys, Syed Wala,
Nankana Sahib**

Directorate of Education (Colleges), Lahore Division, Lahore

Tel: 042-99205109
042-99205223

Http:directorcollegeslahore.edu.pk
Email director.lhr.hed@gmail.com

Standard Bidding Document

Procurement of Furniture & Fixture for the Govt. Associate College for Boys, Syed Wala, Nankana Sahib

Important Note

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., Director of Education (Colleges), Lahore Division, Lahore for Govt. Associate College for Boys, Syed Wala, Nankana Sahib through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected ab initio i.e. at the initial stage. The supporting data along with valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.


**Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore**

CHECK LIST (Mandatory)

Sr. No.	Description	Attachment (Yes/No)	Valid/Invalid	Page #
1	Copy of CNIC of the Owner of Firm			
2	Complete address where business is being Run			
3	Address of the firm/Company/bidder must be mentioned as per FBR record/address.			
4	Copy of CNIC of the Authorized person if any			
5	Power of Attorney / Authority Letter (In case any person has been authorized)			
6	Registration Certificate of Company / Firm / Corporation / Supplier etc under the laws of Pakistan.			
7	Valid Income Tax Registration and active tax payer / return filer /Certificate			
8	Copy of Income Tax and GST Returns submitted to the FBR for the last Fiscal year			
9	Financial position / Bank statement of the month of June of last Two Years			
10	Compliance to the specifications of item(s)/ goods (all items) to be procured mentioned in this document (Undertaking)			
11	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document (Undertaking of same on legal Stamp paper)			
12	Submission of required undertaking on stamp paper duly attested by notary public that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.			
13	Bid Security = 5% of Estimated Price			
14	Last Two Years Audit Report of the Firm			
15	Certificate to the effect that rates are not abnormal			


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Directorate of Education (Colleges), Lahore Division, Lahore.
Single Stage Two Envelopes
Terms & Conditions

1. Invitation to Bid

Firms registered under Income Tax / Sales Tax Act and active tax payer having good reputation are eligible to participate in the Tender. All Tenders should be on the name of **Director of Education (Colleges), Lahore Division, Lahore**. Procuring agency reserves the right to reject all tenders/bids within the provisions of Rule 35 of PPR-2014 updated. The Tender procedure shall be "Single Stage Two Envelopes" as per rule 38 (2) a of PPR-2014 updated.

2. Applicability of Punjab Procurement Rules

Punjab Procurement Rules 2014, which may be downloaded from website of Punjab Procurement Regulatory Authority, will be strictly followed (<http://ppra.punjab.gov.pk>). In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Public / Punjab Procurement Regulatory Authority Act 2009 with reference to Punjab Procurement Rules 2014 (updated). All the provisions of PPR,2014 will be applicable.

3. Methods of Advertisement (s)

- I. In compliance to Rule 12 (1&2) of Punjab Procurement Rules 2014, this Tender is being advertised / placed on the website of the Authority's website <http://ppra.punjab.gov.pk>, on the website of the procuring agency (**Director of Education (Colleges), Lahore Division, Lahore**) director.lhr.hed@gamil.com
- II. This Tender may also be published / advertised in at least two national daily newspapers of wide circulation, one in English and one in Urdu. (If applicable, under rule 12 (2) of PPR-2014, in case of estimated cost/price of the procurement exceeding [three million] rupees).

4. Type of Open Competitive Bidding

As per Rule 38 (2)(a), "Single Stage Two Envelopes" Bidding Procedure shall be used/followed. The said procedure is contemplated as follows:

- (i) The bid shall be a Single Stage comprising Two Envelopes, containing separately the 'financial' and 'technical' proposals;
- (ii) The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) 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;
- (iv) 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;
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) 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;
- (vii) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later; provided that the 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;
- (viii) The lowest evaluated bidder shall be awarded the contract;
- (ix) The Technical Proposals / envelopes shall be opened in public / presence of the bidders at the date & time advised/mentioned in the Bidding Document. The Work/Supply order is issued/Contract is awarded to the lowest Bidder whose Bid has been determined to be the lowest / evaluated substantially responsive Bid.
- (x) The bid found to be the lowest/evaluated bid shall be accepted and Bidder(s) shall be awarded the Contract.

5. INSTRUCTIONS TO BIDDER(S)

Bid Security (Earnest Money) @ 05% of estimated price in shape of Call Deposit Receipt in favour of **Director of Education (Colleges), Lahore Division, Lahore** duly issued by any Scheduled Bank of Pakistan must be attached with the Technical Tender / Bid.

Furniture & Fixture Price Rs. 31,65,000/- CDR 5% Rs.1,58,250/-(Must be attached with Technical Bid/Proposal)

Regarding purchase of Furniture & Fixture, only registered firms / manufacturer/authorized partner (Verifiable from original Manufacturer) may be allowed to participate in the Tender/bid. The successful firm / manufacturer / authorized Partner will provide warranty details (Verifiable from original Manufacturer). Samples are mandatory. Registered firms / manufacturer / authorized partner must be attached with the request for the purchase of Tender form/bid. The bidder must have to declare that the supplied furniture & fixture items will be original, shall not be refurbished, repaired, used and are also verifiable from the original manufacturer. In case of mis-statement this office may take any punitive action deem appropriate.

The bids completed in all respects as prescribed and required under this Tender Documents, must be got executed into Tender Box, placed at **Directorate of Education (Colleges), Lahore Division, Lahore**, not later than **01:00 P.M** on last date of submission of bids i.e. **05-04-2024**.

Bids submitted late / after due date & time shall not be considered/ entertained.

- III. Bid security shall be returned to successful bidder(s) / firm(s) after furnishing of 10% performance guarantee which shall have to be provided soon after issuance of work / supply order and the same shall be returned after manufacturer warranty period which shall not be less than One year.

The bid security of unsuccessful firm(s) / bidder(s) shall be returned after issuance of work / supply order to successful firm(s) as per provisions contained in Clause "Bid Security" of the Terms and Conditions of the Tender in this bidding document mentioned hereinafter.

- IV. The bids shall be publicly opened in the meeting in presence of bidders, at **2:00 P.M** on **06-04-2024**.

- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender

[Handwritten signature]

Assistant Director
Directorate of Education
Lahore Division

- Document contained in Clause regarding invoke "Determination of Responsiveness of Bid" and Documents.
- VI. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender / Bidding Document before submitting the Bid/tender. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Procuring Agency nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
- VIII. The successful Bidder (s) will be responsible for all the deliveries and deliverables to the concerned colleges within stipulated time or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Documents. (If provided)
- IX. Bidder(s) shall communicate all queries via office of the Director of Education Colleges, Lahore Div: Lahore.
- X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore** will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XII. An affidavit / undertaking on stamp paper of Rs.100/- must be submitted by the bidder that the firm has not been Disqualified / Blacklisted earlier in the past by any Public Sector / Organization / Department.
- XIII. Communication address, E-mail, Telephone Numbers etc for the same should be provided with Technical Bid
- XIV. An agreement between **Director of Education (Colleges), Lahore Division, Lahore** and successful firm shall be executed on Stamp paper @ Rs.0.25% of total value of Supply order. The cost of stamp paper shall be borne by the firm(s) / bidder(s). Photocopies of CNIC of the owner of Firm and two witness/authorized persons as well as original authority letters must be attached / provided.
- XV. Supply period for items **30- days**, from the date of issuance of work /Supply order. After due date of delivery Rs.0.067% of total amount of contract / supply order's value per day fine shall be charged up-to 10% of the Contract price. However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period subject to the request having force majeure i.e. the reason beyond the ability of the bidders. However, the final decision lies with the **Director of Education (Colleges), Lahore Division, Lahore exclusively in this regard.**
- XVI. In case Firm / Supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit CDR or may take any punitive action as he deem appropriate.
- XVII. Supplies shall have to be delivered in the concerned colleges as required by **concerned Colleges / Director of Education (Colleges), Lahore Division, Lahore**. Arrangement of Labour and charges thereof shall be the responsibility of the Firm/Supplier.
- XVIII. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Director of Education (Colleges), Lahore Division, Lahore may forfeit CDR / Pay Order and take any punitive action as deemed appropriate.
- XIX. Payment of bill will be made after due process, on receipt of satisfactory report of the Principals of concerned colleges and Inspection Committee as per rules.
- XX. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax, S.E. Duty and Professional Tax, PRA Tax / PST etc. will have to be paid by the firm(s) under the prevailing procedure / law. All taxes imposed by the Government will be applicable and deduction will be made under the Rules. Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- XXI. The office may reject conditional / torn out / overwritten Tender(s). Downloaded or Photo copy of bidding documents will not be accepted.
- XXII. **Warranty period** offered for by the manufacturer shall be accepted which shall be not less than One year in any case.
- XXIII. Rates must be quoted in Pakistani Currency including all Taxes.
- XXIV. Validity period of offered rates should not be less than **120** days.
- XXV. The envelope of Tender must be sealed properly with transparent tap / wax and there should be written on corner of envelope and filled in as "**Tender for Furniture & Fixture**" or obtaining any other information regarding Tenders can be visited **Directorate of Education (Colleges), Lahore Division, 9-A Hall Road, Lahore** during office hours on any working day. (Ph. No. 042-99205223 & 042-99205109)
- XXVI. Whenever, the word/expression/phrase "Imported" will be used, Tax exemption will only be allowed subject to provision of exemption certificate duly issued by Commissioner Inland Revenue Department(FBR).
- XXVII. The Bidding Documents containing comprehensive details can be obtained from **Budget Branch of Directorate of Education (Colleges), Lahore Division, Lahore** during the working office hours after paying the Purchase Fee.
6. **Determination of Responsiveness qualification of the Bid (Tender)**
The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore**, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:
- meets the eligibility criteria given in Tender Documents for provision of Items;
 - meets the Technical Specifications for the Miscellaneous Items against each Item.
- Where material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Procuring Agency's rights or the Bidder(s)'s obligations under the Contract.
- The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.
7. **Rejection/Acceptance of the Bid**
The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its

Assistant Director
Directorate of Education (Colleges)
Lahore Division, Lahore

rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the Bidder(s). However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014).

The Tender shall be rejected if it is;

- i. substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted;
- v. subjected to interlineations / cuttings / corrections / erasures / over writings; or
- vi. the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii. the Bidder(s) has conflict of interest with the Procuring Agency/Purchaser; or
- viii. the Bidder(s) tries to influence the Tender evaluation/Contract award; or
- ix. the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
- x. the Bidder(s) fails to meet the evaluation criteria requirements;
- xi. the Bidder(s) has been black listed by any public or private sector organization;
- xii. the Bidder(s) has been served any legal notice or displeasure letters by any public sector organization on serious failure to provide satisfactory Goods;
- xiii. the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiv. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xvi. Bidder is not authorized Dealer/Supplier/Distributor of manufacture Company.

8. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

9. Notice

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Procuring Agency/ Purchaser, the same shall be:

- i. in writing;
 - ii. issued within reasonable time;
 - iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

10. Tender Cost

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Procuring Agency shall not be responsible/liable for those costs/ expenses.

11. Amendment of the Tender Document

The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, where after all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 Rule 25(4).

12. Preparation/ Submission of Tender

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape with proper index or table of contents;

13. Tender Price

The quoted price shall be:

- a. best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
- i. in Pak Rupees;
- ii. inclusive of all taxes, duties, levies, Insurance, freight, etc.;
- iii. including all charges up to the delivery point / place at the **concerned college.**
- b. if not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- c. where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
- d. in case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

14. Bid Security (Earnest Money)

- a. **The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:**
Furniture & Fixture Rs.31,65,000/- CDR @ 5% Rs.1,58,250/- (Must be attached with Technical Bid/Proposal)
- i. for a sum equivalent to 5% of the estimated price of Items as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of **Director of Education (Colleges), Lahore Division, Lahore**
- ii. denominated in Pak Rupees;
- iii. have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- b. The Bid Security (Earnest Money) shall be forfeited by the Procuring Agency, on the occurrence of any or all of the following conditions:
- i. if the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
- ii. if the Bidder(s) does not accept the corrections of his Total Tender Price;
- iii. if the Bidder(s), having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

15. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Procuring Agency / Purchaser may solicit the Bidder(s) consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, shall allow to withdraw the bid without forfeiting the Bid security (Earnest Money).

16. Modification/Withdrawal of the Tender

- a. The Bidder(s) may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

17. Opening of the Tender

- a. Tenders shall be opened at **2:00 P.M** on **06-04-2024** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.

18. Clarification of the Tender

The Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency.

19. Correction of Errors/Amendment of Tender

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- i. if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
- ii. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
- iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.
- e. PPRA Section 33(2) (The procuring Agency may if necessary after the opening of the bids seek and accept such clarification/s of the bid as do not change the substance of the bid) shall be apply.

(A) TECHNICAL EVALUATION CRITERIA:

As per specifications / good quality and samples.

Satisfactory report of Technical Committee is mandatory to qualify.

Furniture & Fixture Price Rs.31,65,000/- CDR 5% (Rs.1,58,250/-)

Regarding purchase of Furniture & Fixture, only registered firms / manufacturer/authorized partner (Verifiable from original Manufacturer) may be allowed to participate in the Tender/bid. The successful firm / manufacturer / authorized Partner will provide warranty details (Verifiable from original Manufacturer). Samples are mandatory. Registered firms / manufacturer / authorized partner must be attached with the request for the purchase of Tender form/bid. The bidder must have to declare that the supplied furniture & fixture items will be original, shall not be refurbished, repaired, used and are also verifiable from the original manufacturer. In case of mis-statement this office may take any punitive action deem appropriate.


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(B) **FINANCIAL EVALUATION CRITERIA:**

Financial Proposals/bids Evaluations will be made according to the specifications and the best quality on the basis of lowest rates, of technically responsive/qualified bid(s) proposals. The Proposal/bid evaluated substantially responsive as per office specifications and the best quality on the basis of lowest rates of each item.

Note: For all items, the minimum requirement has been specified. However, equivalent or higher products could be quoted but selection is subject to the decision of the Purchase Committee.

20. **Acceptance Letter/Purchase Order**

The Procuring Agency shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

21. **Terms & Conditions of Contract Form**

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.

22. **Redressal of Grievances by the Procuring Agency**

- a. The Procuring Agency may constitute a Committee comprising of odd number of persons / members, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency/ Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

23. **Instruction For Preparation Of Power Of Attorney/Letter of Authority**

- a) To be executed by an authorized representative of the Bidder(s) on Firm/ company letterhead enclosing attested Copy of National Identity Card.
- b) The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
- d) In case the Tender Documents are signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.

24. **FORM OF BID:**

Forms, Terms & Conditions, Specifications, List of Items, Bill of Quantities and Detail of Standards of Tender/Items are attached.

25. **GENERAL OR SPECIAL CONDITIONS OF CONTRACT**

i. **Contract Documents and Information**

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Procuring Agency, without prior permission of the Procuring Agency, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

ii. **Contract Language**

The language of the Contract and other relevant documents between the Contractor and the Procuring Agency shall be English or Urdu and in case of any translation the cost shall be borne by the Contractor.

iii. **Standards**

The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.

iv. **Commercial Availability**

The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

v. **Patent Rights**

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/supply of the Goods or any part thereof.

vi. **Execution Schedule**

The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within 45 days of the intimation/receipt of work / supply order.

vii. **Delivery**

The Contractor shall deliver the Goods/Items at according to purchase / work / supply order as specified by the Procuring Agency. The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed. The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses. The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period. The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.


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viii. Inspection and Testing

Technical & Inspection Committee shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications. The Procuring Agency may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Procuring Agency.

The Procuring Agency's / Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods. Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

ix. Warranty

The Contractor shall warrant to the Procuring Agency, Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Goods supplied under the Contract are genuine, brand new, non-refurbished, un-altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Procuring Agency / Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Procuring Agency. The end user licenses, end user warranties and end user contracting support Goods shall be in the name of Procuring Agency / Purchaser, for the Goods supplied under the Contract.

x. Ownership of Goods and Replaced Components

Goods to be supplied to the Procuring Agency/ Purchaser, pursuant to the Contract, shall become the property of the Procuring Agency when the Goods are taken over by the Procuring Agency / Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

xi. Defects Liability Expiry Certificate

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Procuring Agency / Purchaser, apply for a Defects Liability Expiry Certificate. The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Procuring Agency / Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

xii. Payment

The Contractor shall provide all necessary supporting documents along with Invoice. The Contractor shall submit an Application for Payment to the Procuring Agency / Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Procuring Agency / Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any. The Procuring Agency / Purchaser shall get verified the details of Goods delivered against the specifications given by the concerned colleges/Technical & Inspection Committee and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned colleges/ Technical & Inspection Committee, as per details given in relevant Letter of Acceptance. The Procuring Agency / Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Procuring Agency / Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque. Payment to contractor will be made after getting 10% performance guarantees in shapes of CDRs which will be released after expiry of the warranty period as the case may be. (If applicable). All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

xiii. Price

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

xiv. Contract Amendment

The Procuring Agency / Purchaser 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.

The Contractor shall not execute any Change until and unless the Procuring Agency / Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

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.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency / Purchaser and the Contractor.

The BOQ contains estimated quantities which can be varied to meet any emerging need keeping in view the provisions of PPRA Rules.

xv. Assignment/Subcontract

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

xvi. Liquidated Damages

If the Contractor fails / delays in 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 / Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price


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which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency / Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

xvii. Blacklisting

If the Contractor fails / delays in 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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring Agency / Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

26. Termination for Default

If the Contractor fails / delays in 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 / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, 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 (or such longer period as the Client may allow in writing), after receipt of such notice. If the Procuring Agency / Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency / Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

27. Termination for Insolvency

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

28. Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a 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, 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.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency / Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency / Purchaser 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

29. Dispute Resolution and Redressal of Grievances by the Procuring Agency

- The Procuring Agency / Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to redress the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- Any Bidder(s) feeling aggrieved by any act of the Procuring Agency / Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- The Procuring Agency/Purchaser 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.

30. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

31. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency / Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

- Note:**
- There should be Signature and Stamp of the Firm on all the pages of bidding documents.
 - No Financial bid shall be entertained that will not mention the Total price in words.

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Signature & Stamp of the bidder

Director of Education (Colleges)
Lahore Division, Lahore
Director of Education (Colleges)
Lahore Division, Lahore
(Procuring Agency)



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

TECHNICAL PROPOSAL / BID
(PURCHASE OF FURNITURE & FIXTURE)

Govt. Associate College for Boys, Syed Wala, Nankana Sahib

DATE & TIME: 06-04-2024 At 2:00 PM

Sr. #	Name of Items / Material.	Detail/Samples Specifications	Specifications Agreed / Not Agreed / offered by the bidder	Remarks of Technical Evaluation Committee
1	Steel Almirahs	Size: 3' x 1½' x 6' All made of mild steel sheet (doors and shelves 20 gauge, and body 22 gauge) with two lockable flush doors, with four shelves. Finished with brown hammer paint.		
2	Chair for Principal's Office	Structure/Seat and Back made of solid seasoned shisham wood furnished with N.C. Lacquer seat and back cushioned with sofa cloth.		
3	Office Table for office	Size: 1600 x 800 x 760mm (H) structure size: 1580 x 730mm with three draws and each separate lock. Top made of High Density Chipboard pressed with one side Formica and other side veneer. Structure made of 25/25mm, Mild Steel Square pipe 18 gauge. Finished with N.C. Silver Paint with 3 Drawers. Top drawer lockable. Finished with N.C. Lacquer.		
4	Chair For Offices	Mod. Cane No.0.33 Structure made of 20/20 mm mild steel 18 gauge square pipe. Finished with N.C. Silver Paint. Seat and Back made of Solid seasoned shisham wood webbing with N.D. Cane.		
5	Peon Bench	Size 48x 15x 18inch. Structure made of mild steel 25x25mm 18 gauge shisham wood five strips. Frame silver powder coating. Strips N.C. Lacquer paint.		
6	Table & File Rack for Principal	72x 42x 30inch, 36x 15x 30inch, Table structure made of shesham valner. Top High density chipboard Pressed with shisham valner both sides. 3 drawers lock able. Border 3inch shisham wood lapping.		
7	Side Racks	Size: 820 x 390 x 760mm (H). Structure made of high density chip board pressed with shisham veneer on both sides with one shelf, finished with N.C. Lacquer.		
8	Chairs For Computer Lab	Seat and back cushioned with first quality foam and sofa cloth. Revolving base nylon rubber legs with mid steel structure without arms.		
9	Chair for Staff Room	Structure made of colored shisham wood finished with NC laker cushioned with high quality foam sofa cloth/ leather rite sheet foam size 2 inch and back 1/5 inch wood work man-ship		
10	Table For Computer Lab	3x 2x 2½ ft structure made of lamination board with one CPU Box & Key Board Tray with one lock able Drawer		
11	Chair for Principal /Executive Chair	Leatherite Padded Seat & Back (Black) Height Adjustable (Gas Lift) Torsion Bar Basic Tilt Mechanism 360 Rotation Jacobean Polish Finish (Armrest) Size: 24 W x 20 D x 44 H (Inches) 610 W x 533 D x 1118 H (mm)		

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12	Student Chair	Structure made of 20x20mm Mild Steel Square Pipe 18 Gauge, finished with Silver Powder Coating. Seat/back, with a metal strip welded with the pipe and fitted with screws on both sides of each shisham wood strip there, and Table made of solid high quality seasoned shisham wood, thickness 20mm, finished with N.C. Lacquer.		
13	Dice of 12 Classrooms & Lab	Height 48"=50" (48=43) Length 18"x24" 3 side cover laminated MDF Board 1 shelf 1ft rest with Steel Pipe base frame and steel monogram of the College.		
14	Office Chairs	Structure made of 20/20 mm mild steel 18 gauge square pipe. Finished with N.C. Silver Paint. Seat and Back made of Solid seasoned shisham wood webbing with N.D. Cane.		
15	Table Mod. No. 0.8 M. for Labs & Class Rooms	Size: 1600 x 800 x 760mm (H) structure size: 1580 x 730mm with three draws and each separate lock Top made of High Density Chipboard pressed with one side Formica and other side veneer. Structure made of 25/25mm, Mild Steel Square pipe 18 gauge. Finished with N.C. Silver Paint with 3 Drawers, Top drawer lockable. Finished with N.C. Lacquer.		
16	Steel Almirahs with Glass door for Library & Laboratories	Size: 3' x 1½' x 6' All made of mild steel sheet (doors and shelves 18 gauge, and body 20 gauge) with two lockable flush glass doors, with four shelves. Finished with brown hammer paint.		
17	Stools for Labs Laboratories	Size: 315 x 315 x 550mm (H). Structure made of 20x20 mm mild steel square pipe 18 gauge, finished with silver powder coating. Seat strips made of solid seasoned shisham wood, finished with N.C. Lacquer.		
18	Newspaper Stand	Size Top 900x600mm (H) as per specimen. F=1150mm, R=1350mm, Structure made of 25x25mm MS Square, Pipe 18 gauge, finished with N.C. Silver Paint Top made of ¾' Lamination Board with edges lipped with Wood lapping.		
19	Notice Board	Size: 6 x 4 Frame made of Solid seasoned shisham wood, finished with N.C. Lacquer, Soft Board covered with Green blazer cloth, with solid hanging hooks.		
20	Library Tables	Structure made of 6x4x2.5 ft 38x38mm 18 gauge mild steel square pipe finished with silver powder coating. Top made of high density lamination board.		
21	Center Table for Library	Size: 8 x 4 x 2.5 ft (Centre) with 6 legs 3x3 inch as per specimen. Structure made of Shisham Wood finished with N.C. Lacquer. Top made of Lamination board both side, thickness 100mm finished with NC Lacquer.		
22	Chairs for Library	Structure made of 20/20 mm mild steel square pipe 18 gauge. Finished with N.C. Silver Powder Coating without arms, seat/back frame made of solid shisham wood.		
23	Center Table for Staff Room	Size: 900x900mm (Centre) Size: 600x600mm (Side), both tables round at the edges. Structure made of shisham wood 2", and each leg made of shisham wood 4" thick, finished with N.C. Lacquer, top made of solid seasoned shisham wood, thickness 20mm, finished with NC Lacquer. The set comprises of one centre and two side tables.		


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24	Steel File Cabinets	Size: 18 x 24 x54 (H) made of mild steel sheet of 22 gauge with 04-Nos drawers with separate locking system for each drawer, and have four handles inside with name tags.		
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5% Bid security of estimated price (Rs.1,58,250/-) must be attached with Technical Bid.

Name & Address of the Firm (according to FBR) _____

CNIC No. _____ (Copy attached)


Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.1,58,250/-

Signature _____ Stamp _____

Rs.2000/-


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

FINANCIAL PROPOSAL / BID
(PURCHASE OF FURNITURE & FIXTURE)
Govt. Associate College for Boys, Syed Wala, Nankana Sahib

DATE & TIME: 18-04-2024 At 2:00.PM

Detail / Specifications of Items / Material to be Purchased.	Quantity	Rates Exclusive Sale Tax of Each Item	Rate of Sales Tax	Rates Including Sales Tax of each Item	Value of Total quantity Including Sales Taxes
<u>Steel Almirah</u> Size: 3' x 1½' x 6' All made of mild steel sheet (doors and shelves 20 gauge, and body 22 gauge) with two lockable flush doors, with four shelves. Finished with brown hammer paint.	05 Nos				
<u>Chair for Principal Office</u> Structure/Seat and Back made of solid seasoned shisham wood furnished with N.C. Lacquer seat and back cushioned with sofa cloth.	10 Nos				
<u>Office Table for Office</u> Size: 1600 x 800 x 760mm (H) structure size: 1580 x 730mm with three draws and each separate lock. Top made of High Density Chipboard pressed with one side Formica and other side veneer. Structure made of 25/25mm, Mild Steel Square pipe 18 gauge. Finished with N.C. Silver Paint with 3 Drawers, Top drawer lockable. Finished with N.C. Lacquer.	05 Nos				
<u>Chair for Office</u> Mod. Cane No.0.33 Structure made of 20/20 mm mild steel 18 gauge square pipe. Finished with N.C. Silver Paint. Seat and Back made of Solid seasoned shisham wood webbing with N.D. Cane.	20 Nos				
<u>Peon Bench</u> Size 48x 15x 18inch. Structure made of mild steel 25x25mm 18 gauge shisham wood five strips. Frame silver powder coating. Strips N.C. Lacquer paint.	03 Nos				
<u>Table & File Rack for Principal</u> 72x 42x 30inch, 36x 15x 30inch, Table structure made of shisham vainer. Top High density chipboard Pressed with shisham vainer both sides. 3 drawers lock able. Border 3inch shisham wood lapping.	01 Nos				
<u>Side Racks</u> Size: 820 x 390 x 760mm (H). Structure made of high density chip board pressed with shisham veneer on both sides with one shelf, finished with N.C. Lacquer.	10 Nos				
<u>Chairs for Computer Lab.</u> Seat and back cushioned with first quality foam and sofa cloth. Revolving base nylon rubber legs with mid steel structure without arms.	15 Nos				

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Chair for Staff Room Structure made of colored shisham wood finished with NC laker cushioned with high quality foam sofa cloth/ leather rite sheet foam size 2 inch and back 1/5 inch wood work man-ship	10 Nos				
Table for Computer Lab, 3x 2x 2 1/4 ft structure made of lamination board with one CPU Box & Key Board Tray with one lock able Drawer	15 Nos				
Chair for Principal / Executive Chair Leatherite Padded Seat & Back (Black) Height Adjustable (Gas Lift) Torsion Bar Basic Tilt Mechanism 360 Rotation Jacobean Polish Finish (Armrest) Size: 24 W x 20 D x 44 H (Inches) 610 W x 533 D x 1118 H (mm)	01 Nos				
Student Chair Structure made of 20x20mm Mild Steel Square Pipe 18 Gauge, finished with Silver Powder Coating. Seat/back, with a metal strip welded with the pipe and fitted with screws on both sides of each shisham wood strip there, and Tablo made of solid high quality seasoned shisham wood, thickness 20mm, finished with N.C. Lacquer.	500 Nos				
Dice of 12 Classrooms & Lab, Height 48"=50" (48=43) Length 18"x24" 3 side cover laminated MDF Board 1 shelf 1ft rest with Steel Pipe base frame and steel monogram of the College.	10 Nos				
Office Chairs Structure made of 20/20 mm mild steel 18 gauge square pipe. Finished with N.C. Silver Paint. Seat and Back made of Solid seasoned shisham wood webbing with N.D. Cane.	20 Nos				
Table Mod.0.8 M. for Labs and Classrooms Size: 1600 x 800 x 760mm (H) structure size: 1580 x 730mm with three draws and each separate lock Top made of High Density Chipboard pressed with one side Formica and other side veneer. Structure made of 25/25mm, Mild Steel Square pipe 18 gauge. Finished with N.C. Silver Paint with 3 Drawers, Top drawer lockable. Finished with N.C. Lacquer.	05 Nos				
Steel Almirah with Glass Door for Library and Laboratories Size: 3' x 1 1/2' x 6' All made of mild steel sheet (doors and shelves 18 gauge, and body 20 gauge) with two lockable flush glass doors, with four shelves. Finished with brown hammer paint.	08 Nos				


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Stools for Laboratories Size: 315 x 315 x 550mm (H) Structure made of 20x20 mm mild steel square pipe 18 gauge, finished with silver powder coating. Seat strips made of solid seasoned shisham wood, finished with N.C. Lacquer.	50 Nos				
Newspaper Stand Size Top 900x600mm (H) as per specimen. F=1150mm, R=1350mm. Structure made of 25x25mm MS Square, Pipe 18 gauge, finished with N.C. Silver Paint. Top made of 3/4" Lamination Board with edges lipped with Wood lapping.	02 Nos				
Notice Board Size: 6 x 4 Frame made of Solid seasoned shisham wood, finished with N.C. Lacquer. Soft Board covered with Green blazer cloth, with solid hanging hooks.	04 Nos				
Library Tables Structure made of 6x4x2.5 ft 38x38mm 18 gauge mild steel square pipe finished with silver powder coating. Top made of high density lamination board.	04 Nos				
Central Table for Library Size: 8 x 4 x 2.5 ft (Centre) with 6 legs 3x3 inch as per specimen. Structure made of Shisham Wood finished with N.C. Lacquer. Top made of Lamination board both side, thickness 100mm finished with NC Lacquer.	01 Nos				
Chairs for Library Structure made of 20/20 mm mild steel square pipe 18 gauge. Finished with N.C. Silver Powder Coating without arms, seat/back frame made of solid shisham wood.	40 Nos				
Central Table for Staff Room Size: 900x900mm (Centre) Size: 600x600mm (Side), both tables round at the edges. Structure made of shisham wood 2", and each leg made of shisham wood 4" thick, finished with N.C. Lacquer, top made of solid seasoned shisham wood, thickness 20mm, finished with NC Lacquer. The set comprises of one centre and two side tables.	04 Nos				
Steel File Cabinets Size: 18 x 24 x54 (H) made of mild steel sheet of 22 gauge with 04-Nos drawers with separate locking system for each drawer, and have four handles inside with name tags.	05 Nos				

All columns must be filled in:

Name & Address of the Firm (according to FBR) _____

CNIC No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.1,58,250/-

Signature _____ Stamp _____ Rs.2000/-

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Stools for Laboratories Size: 315 x 315 x 550mm (H). Structure made of 20x20 mm mild steel square pipe 18 gauge, finished with silver powder coating. Seat strips made of solid seasoned shisham wood, finished with N.C. Lacquer.	50 Nos				
Newspaper Stand Size Top 900x600mm (H) as per specimen. F=1150mm, R=1350mm. Structure made of 25x25mm MS Square, Pipe 18 gauge, finished with N.C. Silver Paint. Top made of 3/4" Lamination Board with edges clipped with Wood lapping.	02 Nos				
Notice Board Size: 6 x 4 Frame made of Solid seasoned shisham wood, finished with N.C. Lacquer, Soft Board covered with Green blazer cloth, with solid hanging hooks.	04 Nos				
Library Tables Structure made of 6x4x2.5 ft 38x38mm 18 gauge mild steel square pipe finished with silver powder coating. Top made of high density lamination board.	04 Nos				
Central Table for Library Size: 8 x 4 x 2.5 ft (Centre) with 6 legs 3x3 inch as per specimen. Structure made of Shisham Wood finished with N.C. Lacquer. Top made of Lamination board both side, thickness 100mm finished with NC Lacquer.	01 Nos				
Chairs for Library Structure made of 20/20 mm mild steel square pipe 18 gauge. Finished with N.C. Silver Powder Coating without arms, seat/back frame made of solid shisham wood.	40 Nos				
Central Table for Staff Room Size: 900x900mm (Centre) Size: 600x600mm (Side), both tables round at the edges. Structure made of shisham wood 2", and each leg made of shisham wood 4" thick, finished with N.C. Lacquer, top made of solid seasoned shisham wood, thickness 20mm, finished with NC Lacquer. The set comprises of one centre and two side tables.	04 Nos				
Steel File Cabinets Size: 18 x 24 x54 (H) made of mild steel sheet of 22 gauge with 04-Nos drawers with separate locking system for each drawer, and have four handles inside with name tags.	05 Nos				

All columns must be filled in:

Name & Address of the Firm (according to FBR) _____

CNIC No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.1,58,250/-

Signature _____ Stamp _____ Rs.2000/-

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "A"

Form of Covering Letter

To

The Director of Education (Colleges),
Lahore Division, Lahore
(9-Hall Road, Lahore)

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said Items on terms of reference to be signed upon the award of contract for the sum indicated as per tender / financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frames specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of ____ days 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.
- d) We agree to execute a Contract in the form to be communicated by the Procuring Agency.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Authorized Signatures with Official Seal

Annexure "B"

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Firm / Company letter head duly signed and stamped)

Know all men by these presents, we (name of the Firm / company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 20_____

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Dated:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "C"

FORM OF UNDERTAKING

(On Firm/Company letterhead)

It is certified that the information submitted/furnished herein as per Tender Document with regard to _____

is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 20 _____

Signature _____

(Firm / Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Form of Integrity Pact

We (Name of the Bidder(s)/supplier) _____

being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the Bidder(s) Firm/Company) hereinafter called the Contractor to submit the attached bid to the (Name of the Procuring Agency). Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the (Name of the Procuring Agency) _____ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] 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 right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2024.

Notary Public


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

CONTRACT / AGREEMENT FORM

This agreement is made on between the Directorate of Education (Colleges), Lahore Division, Lahore (Herein after called 1st party) and M/s (Herein after called 2nd party) / lowest bidder. The 1st Party intends to procure the following articles/items/material as per specifications and quantity mentioned as under:

Sr. No	Detail / Specifications of Items / Material to be Procured.	Quantity	Approved Rates	Total Amount	Delivery Period
					30-Days

TERMS OF AGREEMENT

- Supply / Installation should be completed within 45 days after Issuance of work / supply order. After prescribed period 0.067% of contract amount per day fine shall be charged up-to 10% of the Contract price. However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period.
- In case supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit C.D.R or may take any punitive action as he deem appropriate.
- 10% performance guarantee of supply order's value in shape of CDR / soon after Issuance of supply order shall have to be provided, which shall be returned as per rule.
- Supply must be in accordance with the office specifications / Tender Terms & Conditions / approved sample etc, otherwise supply will be rejected. In such event 1st Party may forfeit CDR and cancel supply order.
- Supply shall have to be made at concerned colleges. Unloading shall be the responsibility of the Firm / bidder.
- Payment of bill of Purchase / supply / services / contract will be made after due process, on receipt of satisfactory report of Technical Inspection committee.
- All Government Taxes (Federal/Provincial) including Income Tax / Sales Tax, PRA / PST etc. will have to be paid by the firm(s) as per prevailing Rule/Law/policy/rule (In vogue). Only FBR Exemption will be accepted whereas Bill of Entry / GD Import documents will not be accepted.
- Tenders Terms & conditions shall also be applied. Moreover procuring Agency may revise add / delete any condition deems appropriate.
- In case of any dispute arising between the parties regarding this contract, the matter will be referred to the Chairman, Purchase Committee i.e. Director of Education (Colleges), Lahore Division, Lahore who shall act as Arbitrator in terms of the Arbitration Act 1940 and his decision will be final and binding upon the parties.
- In case of any legal remedy/dispute resolution / case / writ / plaint, the matter will be agitated in the courts of Lahore city only.
- IN WITNESS HEREOF, the Director of Education (Colleges), Lahore Division, Lahore, for and on behalf of and Mr. for and on behalf of the firm signed these authorized by the M/s presents on the day and year first above written.

Secretary Purchase Committee
For and on behalf of

DEC, Lahore Div: Lahore.

WITNESSES

Signature _____
Name _____
Branch _____
CNIC # _____

WITNESSES

Signature _____
Name _____
Branch _____
CNIC # _____

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Signed by
For and on behalf of the firm
M/s

WITNESSES

Signature _____
Name _____
Designation _____
Address _____
CNIC # _____

WITNESSES

Signature _____
Name _____
Designation _____
Address _____
CNIC # _____

Directorate of Education (Colleges)

Lahore Division, 9-A, Hall Road, Lahore



Standard Bidding Documents

**Procurement of Furniture & Fixture for
the Govt. Graduate College, Township, Lahore**

Directorate of Education (Colleges), Lahore Division,
9-A Hall Road, Lahore

Tel: 042-99205109
042-99205223

Http:directorcollegeslahore.edu.pk
Email director.lhr.hed@gmail.com

Standard Bidding Document

**Procurement of Furniture & Fixture for
the Govt. Graduate College, Township, Lahore.**

Important Note

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., Govt. Graduate College, Township, Lahore through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected ab initio i.e. at the initial stage. The supporting data along with valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

CHECK LIST (Mandatory)

Sr. No.	Description	Attachment (Yes/No)	Valid/Invalid	Page #
1	Copy of CNIC of the Owner of Firm			
2	Complete address where business is being Run			
3	Address of the firm/Company/bidder must be mentioned as per FBR record/address.			
4	Copy of CNIC of the Authorized person if any			
5	Power of Attorney / Authority Letter (In case any person has been authorized)			
6	Registration Certificate of Company / Firm / Corporation / Supplier etc under the laws of Pakistan.			
7	Valid Income Tax Registration and active tax payer / return filer /Certificate			
8	Copy of Income Tax and GST Returns submitted to the FBR for the last Fiscal year			
9	Financial position / Bank statement of last Two Years			
10	Compliance to the specifications of item(s)/ goods (all items) to be procured mentioned in this document (Undertaking)			
11	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document (Undertaking of same on legal Stamp paper)			
12	Submission of required undertaking on stamp paper duly attested by notary public that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.			
13	Bid Security 5% of Estimated Price			
14	Last Two Years Audit Report of the Firm			
15	Certificate to the effect that rates are not abnormal			


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

**Directorate of Education (Colleges), Lahore Division,
9-A Hall Road, Lahore
Single Stage Two Envelopes
Terms & Conditions**

1. Invitation to Bid

Firms registered under Income Tax / Sales Tax Act and active tax payer having good reputation are eligible to participate in the Tender. All Tenders should be on the name of **Director of Education (Colleges), Lahore Division, Lahore**. Procuring agency reserves the right to reject all tenders/bids within the provisions of Rule 35 of PPR-2014 updated. **The Tender procedure shall be "Single Stage Two Envelopes" as per rule 38 (2) a of PPR-2014 updated.**

2. Applicability of Punjab Procurement Rules

Punjab Procurement Rules 2014, which may be downloaded from website of Punjab Procurement Regulatory Authority, will be strictly followed (<http://ppra.punjab.gov.pk>). In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Public / Punjab Procurement Regulatory Authority Act 2009 with reference to Punjab Procurement Rules 2014 (updated). All the provisions of PPR,2014 will be applicable.

3. Methods of Advertisement (s)

- I. In compliance to Rule 12 (1&2) of Punjab Procurement Rules 2014, this Tender is being advertised / placed on the website of the Authority's website <http://ppra.punjab.gov.pk>, on the website of the procuring agency (**Director of Education (Colleges), Lahore Division, Lahore**) director.lhr.hed@gamil.com
- II. This Tender may also be published / advertised in at least two national daily newspapers of wide circulation, one in English and one in Urdu. (If applicable, under rule 12 (2) of PPR-2014, in case of estimated cost/price of the procurement exceeding [three million] rupees).

4. Type of Open Competitive Bidding

As per Rule 38 (2)(a), "Single Stage Two Envelopes" Bidding Procedure shall be used/ followed. The said procedure is contemplated as follows:

- (i) The bid shall be a Single Stage comprising Two Envelopes, containing separately the 'financial' and 'technical' proposals;
- (ii) The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) 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;
- (iv) 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;
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) 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;
- (vii) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the 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;
- (viii) The lowest evaluated bidder shall be awarded the contract;
- (ix) The Technical Proposals / envelopes shall be opened in public / presence of the bidders at the date & time advised/mentioned in the Bidding Document. The Work/Supply order is issued/Contract is awarded to the lowest Bidder whose Bid has been determined to be the lowest / evaluated substantially responsive Bid.
- (x) The bid found to be the lowest/evaluated bid shall be accepted and Bidder(s) shall be awarded the Contract.

5. INSTRUCTIONS TO BIDDER(S)


Bid Security (Earnest Money) @ 05% of estimated price in shape of Call Deposit Receipt in favour of **Director of Education (Colleges), Lahore Division, Lahore** duly issued by any Scheduled Bank of Pakistan must be attached with the Technical Tender / Bid.

Furniture & Fixture Price Rs.24,46,000/- CDR 5% Rs.1,22,300/- (Must be attached with Technical Bid/Proposal)

Regarding purchase of Furniture & Fixture, only registered firms / manufacturer/authorized partner (Verifiable from original Manufacturer) may be allowed to participate in the Tender/bid. The successful firm / manufacturer / authorized Partner will provide warranty details (Verifiable from original Manufacturer). Samples are mandatory. Registered firms / manufacturer / authorized partner must be attached with the request for the purchase of Tender form/bid. The bidder must have to declare that the supplied furniture & fixture items will be original, shall not be refurbished, repaired, used and are also verifiable from the original manufacturer. In case of mis-statement this office may take any punitive action deem appropriate.


- I. The bids complete in all respect as prescribed and required under this Tender Documents, must be got executed into Tender Box, placed at **Directorate of Education (Colleges), Lahore Division, Lahore**, not later than **1:00 P.M** on last date of submission of bids i.e. **05-04-2024**
- II. Bids submitted late / after due date & time shall not be considered/ entertained.
- III. Bid security shall be returned to successful bidder(s) / firm(s) after furnishing of 10% performance guarantee which shall have to be provided soon after issuance of work / supply order and the same shall be returned after manufacturer warranty period which shall not be less than One year. The bid security of unsuccessful firm(s) / bidder(s) shall be returned after issuance of work / supply order to successful firm(s) as per provisions contained in Clause "Bid Security" of the Terms and Conditions of the Tender in this bidding document mentioned hereinafter.

IV. The bids shall be publicly opened in the meeting in presence of bidders, at **2:00 P.M** on **06-04-2024**.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender Document contained in Clause regarding invoke "Determination of Responsiveness of Bid" and "Rejection/Acceptance of the Tender" for making bids substantially responsive to the requirements of Bidding Documents.
- VI. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender Document before submitting the Bid. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Procuring Agency nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
- VIII. The successful Bidder (s) will be responsible for all the deliveries and deliverables to the concerned colleges within stipulated time or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Documents. (if provided)
- IX. Bidder(s) shall communicate all queries via Director office.
- X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Procuring Agency Director of Education (Colleges), Lahore Division, Lahore will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XII. An affidavit / undertaking on stamp paper of Rs.100/- must be submitted by the bidder that the firm has not been Disqualified / Blacklisted earlier in the past by any Public Sector / Organization / Department.
- XIII. Communication address, E-mail, Telephone Numbers etc. for the same should be provided with Technical Bid
- XIV. An agreement between Director of Education (Colleges), Lahore Division, Lahore and successful firm shall be executed on Stamp paper @ Rs.0.25% of total value of Supply order. The cost of stamp paper shall be borne by the firm(s) / bidder(s). Photocopies of CNIC of the owner of Firm and two witness/authorized persons as well as original authority letters must be attached / provided.
- XV. Supply period for items **120-days**, from the date of issuance of work /Supply order. After due date of delivery Rs.0.067% of total amount of contract / supply order's value per day fine shall be charged up-to 10% of the Contract price. However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supplyperiod, on the request of supplier submitted before the completion period subject to the request having force majeure i.e. the reason beyond the ability of the bidders. However, the final decision lies with the Director of Education (Colleges), Lahore Division, Lahore exclusively in this regard.
- XVI. In case Firm / Supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the Director of Education (Colleges), Lahore Division, Lahore may impose the penalty / fine other than above said fine / forfeit CDR or may take any punitive action as he deem appropriate.
- XVII. Supplies shall have to be delivered in the concerned colleges as required by concerned Colleges / Director of Education (Colleges), Lahore Division, Lahore. Arrangement of Labour and charges thereof shall be the responsibility of the Firm/Supplier.
- XVIII. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Directorate may forfeit CDR / Pay Order and take any punitive action as deemed appropriate.
- XIX. Payment of bill will be made after due process, on receipt of satisfactory report of user(s) and Inspection Committee as per rules.
- XX. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax, S.E. Duty and Professional Tax, PRA Tax / PST etc. will have to be paid by the firm(s) under the prevailing procedure / law. All taxes imposed by the Government will be applicable and deduction will be made under the Rules. Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- XXI. The office may reject conditional / torn out / overwritten Tender(s). Downloaded or Photo copy of bidding documents will not be accepted.
- XXII. **Warranty period** offered for by the manufacturer shall be accepted which shall be not less than One year in any case.
- XXIII. Rates must be quoted in Pakistani Currency including all Taxes.
- XXIV. Validity period of offered rates should not be less than **120-days**.
- XXV. The envelope of Tender must be sealed properly with transparent tap / wax and there should be written on corner of envelope and filled in as "Tender For Furniture & Fixture" or obtaining any other information regarding Tenders Stores Section can be visited during office hours on any working day.
(Ph. No. 042-99205223 & 042-99205109)
- XXVI. Whenever, the word/expression/phrase "imported" will be used, Tax exemption will only be allowed subject to provision of exemption certificate duly issued by Commissioner Inland Revenue Department(FBR).
- XXVII. The Bidding Documents containing comprehensive details can be obtained from **Budget Branch of Directorate of Education (Colleges), Lahore Division, 9-A Hall Road, Lahore** during the working office hours after paying the Purchase Fee.
6. **Determination of Responsiveness qualification of the Bid (Tender)**
The Procuring Agency Director of Education (Colleges), Lahore Division, Lahore, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:
- meets the eligibility criteria given in Tender Documents for provision of Items;
 - meets the Technical Specifications for the Miscellaneous Items against each Item.
- A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Procuring Agency's rights or the Bidder(s)'s obligations under the Contract.
The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.
7. **Rejection/Acceptance of the Bid**
The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender Document contained in Clause regarding Invoke "**Determination of Responsiveness of Bid**" and "**Rejection/Acceptance of the Tender**" for making bids substantially responsive to the requirements of Bidding Documents.
- VI. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender Document before submitting the Bid. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Procuring Agency nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
- VIII. The successful Bidder (s) will be responsible for all the deliveries and deliverables to the concerned colleges within stipulated time or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Documents. (if provided)
- IX. Bidder(s) shall communicate all queries via Director office.
- X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore** will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XII. An affidavit / undertaking on stamp paper of Rs.100/- must be submitted by the bidder that the firm has not been Disqualified / Blacklisted earlier in the past by any Public Sector / Organization / Department.
- XIII. Communication address, E-mail, Telephone Numbers etc for the same should be provided with Technical Bid
- XIV. An agreement between **Director of Education (Colleges), Lahore Division, Lahore** and successful firm shall be executed on Stamp paper @ Rs.0.25% of total value of Supply order. The cost of stamp paper shall be borne by the firm(s) / bidder(s). Photocopies of CNIC of the owner of Firm and two witness/authorized persons as well as original authority letters must be attached / provided.
- XV. Supply period for items **30-days**, from the date of issuance of work /Supply order. After due date of delivery Rs.0.067% of total amount of contract / supply order's value per day fine shall be charged up-to 10% of the Contract price. However the **Director of Education (Colleges), Lahore Division, Lahore** is empowered to extend the supply period, on the request of supplier submitted before the completion period subject to the request having force majeure i.e. the reason beyond the ability of the bidders. However, the final decision lies with the **Director of Education (Colleges), Lahore Division, Lahore exclusively in this regard.**
- XVI. In case Firm / Supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit CDR or may take any punitive action as he deem appropriate.
- XVII. Supplies shall have to be delivered in the concerned colleges as required by **concerned Colleges / Director of Education (Colleges), Lahore Division, Lahore**. Arrangement of Labour and charges thereof shall be the responsibility of the Firm/Supplier.
- XVIII. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Directorate may forfeit CDR / Pay Order and take any punitive action as deemed appropriate.
- XIX. Payment of bill will be made after due process, on receipt of satisfactory report of user(s) and Inspection Committee as per rules.
- XX. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax, S.E. Duty and Professional Tax, PRA Tax / PST etc. will have to be paid by the firm(s) under the prevailing procedure / law. All taxes imposed by the Government will be applicable and deduction will be made under the Rules. Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- XXI. The office may reject conditional / torn out / overwritten Tender(s). Downloaded or Photo copy of bidding documents will not be accepted.
- XXII. **Warranty period** offered for by the manufacturer shall be accepted which shall be not less than One year in any case.
- XXIII. Rates must be quoted in Pakistani Currency including all Taxes.
- XXIV. Validity period of offered rates should not be less than **120-days**.
- XXV. The envelope of Tender must be sealed properly with transparent tap / wax and there should be written on corner of envelope and filled in as "**Tender For Furniture & Fixture**" or obtaining any other information regarding Tenders Stores Section can be visited during office hours on any working day.
(Ph. No. 042-99205223 & 042-99205109)
- XXVI. Whenever, the word/expression/phrase "imported" will be used, Tax exemption will only be allowed subject to provision of exemption certificate duly issued by Commissioner Inland Revenue Department(FBR).
- XXVII. The Bidding Documents containing comprehensive details can be obtained from **Budget Branch of Directorate of Education (Colleges), Lahore Division, 9-A Hall Road, Lahore** during the working office hours after paying the Purchase Fee.
6. **Determination of Responsiveness qualification of the Bid (Tender)**
The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore**, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:
- meets the eligibility criteria given in Tender Documents for provision of Items;
 - meets the Technical Specifications for the Miscellaneous Items against each Item.
- A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Procuring Agency's rights or the Bidder(s)'s obligations under the Contract.
The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.
7. **Rejection/Acceptance of the Bid**
The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.


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The Procuring Agency shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the Bidder(s). However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014).

The Tender shall be rejected if it is:

- i. substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted;
- v. **subjected to Interlineations / cuttings / corrections / erasures / over writings; or**
- vi. the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii. the Bidder(s) has conflict of interest with the Procuring Agency/Purchaser; or
- viii. the Bidder(s) tries to influence the Tender evaluation/Contract award; or
- ix. the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
- x. the Bidder(s) fails to meet the evaluation criteria requirements;
- xi. the Bidder(s) has been black listed by any public or private sector organization;
- xii. the Bidder(s) has been served any legal notice or displeasure letters by any public sector organization on serious failure to provide satisfactory Goods;
- xiii. the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiv. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xvi. Bidder is not authorized Dealer/Supplier/Distributor of manufacture Company.

8. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

9. Notice

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Procuring Agency/ Purchaser, the same shall be:

- i. in writing;
 - ii. issued within reasonable time;
 - iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

10. Tender Cost

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Procuring Agency shall not be responsible/liable for those costs/ expenses.

11. Amendment of the Tender Document

The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, where after all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 Rule 25(4).

12. Preparation/Submission of Tender

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape with proper Index or table of contents;

13. Tender Price

The quoted price shall be:


- a. best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
- i. In Pak Rupees;
- ii. Inclusive of all taxes, duties, levies, insurance, freight, etc.;
- iii. including all charges up to the delivery point / place at the **concerned college.**
- b. if not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
- c. where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
- d. In case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.

14. Bid Security (Earnest Money)

- a. **The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:**

Furniture & Fixture Price Rs.24,26,000/- CDR 5% Rs.1,22,300/- (Must be attached with Technical Bid/Proposal)

- i. for a sum equivalent to 5% of the estimated price of Items as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of **Director of Education (Colleges), Lahore Division, Lahore** denominated in Pak Rupees;


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- iii. have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- b. The Bid Security (Earnest Money) shall be forfeited by the Procuring Agency, on the occurrence of any or all of the following conditions:
 - i. if the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
 - ii. If the Bidder(s) does not accept the corrections of his Total Tender Price;
 - iii. If the Bidder(s), having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

15. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Procuring Agency / Purchaser may solicit the Bidder(s) consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, shall allow to withdraw the bid without forfeiting the Bid security (Earnest Money).

16. Modification/Withdrawal of the Tender

- a. The Bidder(s) may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

17. Opening of the Tender

- a. Tenders shall be opened at **2:00 P.M** on **06-04-2024** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.

18. Clarification of the Tender

The Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency.

19. Correction of Errors/Amendment of Tender

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - i. if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
 - ii. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
 - iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.
- e. PPRA Section 33(2) (The procuring Agency may if necessary after the opening of the bids seek and accept such clarification/s of the bid as do not change the substance of the bid) shall apply.

(A) TECHNICAL EVALUATION CRITERIA:

As per specifications / good quality and samples.

Satisfactory report of Technical Committee is mandatory to qualify.

Furniture & Fixture Price Rs.24,46,000/- CDR 5% (Rs.1,22,300/-)

- f. Regarding purchase of Furniture & Fixture, only registered firms / manufacturer/authorized partner (Verifiable from original Manufacturer) may be allowed to participate in the Tender/bid. The successful firm / manufacturer / authorized Partner will provide warranty details (Verifiable from original Manufacturer). Samples are mandatory. Registered firms / manufacturer / authorized partner must be attached with the request for the purchase of Tender form/bid. The bidder must have to declare that the supplied furniture & fixture items will be original, shall not be refurbished, repaired, used and are also verifiable from the original manufacturer. In case of mis-statement this office may take any punitive action deem appropriate.

(A) FINANCIAL EVALUATION CRITERIA:

Financial Proposals/bids Evaluations will be made according to the specifications and the best quality on the basis of lowest rates, of technically responsive/qualified bid(s) proposals.

The Proposal/bid evaluated substantially responsive as per office specifications and the best quality on the basis of lowest rates of each item.


Note: For all items, the minimum requirement has been specified. However, equivalent or higher products could be quoted but selection is subject to the decision of the Purchase Committee.

20. Acceptance Letter/Purchase Order

The Procuring Agency shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

21. Terms & Conditions of Contract Form

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.


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22. **Redressal of Grievances by the Procuring Agency**
 a. The Procuring Agency may constitute a Committee comprising of odd number of persons / members, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
 b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency/ Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
 c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
 d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
23. **Instruction For Preparation Of Power Of Attorney/Letter of Authority**
 a) To be executed by an authorized representative of the Bidder(s) on Firm/ company letterhead enclosing attested Copy of National Identity Card.
 b) The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
 c) Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
 d) In case the Tender Documents are signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.
24. **FORM OF BID:**
 Forms, Terms & Conditions, Specifications, List of items, Bill of Quantities and Detail of Standards of Tender/Items are attached.
25. **GENERAL OR SPECIAL CONDITIONS OF CONTRACT**
- i. **Contract Documents and Information**
 The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Procuring Agency, without prior permission of the Procuring Agency, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.
- ii. **Contract Language**
 The language of the Contract and other relevant documents between the Contractor and the Procuring Agency shall be English or Urdu and in case of any translation the cost shall be borne by the Contractor.
- iii. **Standards**
 The Goods provided/supplied under the Contract shall conform to latest Industrial quality standards.
- iv. **Commercial Availability**
 The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.
- v. **Patent Rights**
 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/supply of the Goods or any part thereof.
- vi. **Execution Schedule**
 The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within 45 days of the intimation/receipt of work / supply order.
- vii. **Delivery**
 The Contractor shall deliver the Goods/Items at according to purchase / work / supply order as specified by the Procuring Agency.
 The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.
 The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.
 The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.
 The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.
- viii. **Inspection and Testing**
 Technical & Inspection Committee shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications. The Procuring Agency may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Procuring Agency. The Procuring Agency's / Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.
- ix. **Warranty**
 The Contractor shall warrant to the Procuring Agency, Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Goods supplied under the Contract are genuine, brand new, non-refurbished, un-altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Procuring Agency / Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Procuring Agency.

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The end user licenses, end user warranties and end user contracting support Goods shall be in the name of Procuring Agency / Purchaser, for the Goods supplied under the Contract.

x. Ownership of Goods and Replaced Components

Goods to be supplied to the Procuring Agency/ Purchaser, pursuant to the Contract, shall become the property of the Procuring Agency when the Goods are taken over by the Procuring Agency / Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

xi. Defects Liability Expiry Certificate

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Procuring Agency / Purchaser, apply for a Defects Liability Expiry Certificate. The Client shall, within seven days of receipt of such notice, either Issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Procuring Agency / Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

xii. Payment

The Contractor shall provide all necessary supporting documents along with Invoice. The Contractor shall submit an Application for Payment to the Procuring Agency / Purchaser. The Application for Payment shall be accompanied by such Invoices, receipts or other documentary evidence as the Procuring Agency / Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any. The Procuring Agency / Purchaser shall get verified the details of Goods delivered against the specifications given by the concerned colleges/Technical & Inspection Committee and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned colleges/ Technical & Inspection Committee, as per details given in relevant Letter of Acceptance.

The Procuring Agency / Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Procuring Agency / Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque. Payment to contractor will be made after getting 10% performance guarantees in shapes of CDRs which will be released after expiry of the warranty period as the case may be. (if applicable). All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

xiii. Price

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

xiv. Contract Amendment

The Procuring Agency / Purchaser 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.

The Contractor shall not execute any Change until and unless the Procuring Agency / Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

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.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency / Purchaser and the Contractor.

The BOQ contains estimated quantities which can be varied to meet any emerging need keeping in view the provisions of PPRA Rules.

xv. Assignment/Subcontract

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

xvi. Liquidated Damages

If the Contractor fails / delays in 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 / Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency / Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

xvii. Blacklisting

If the Contractor fails / delays in 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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring Agency / Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

26. Termination for Default

If the Contractor fails / delays in 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 / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, 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 (or such longer period as the Client may allow in writing), after receipt of such notice. If the Procuring Agency / Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency / Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.


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27. Termination for Insolvency

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

28. Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a 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, 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.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency / Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency / Purchaser 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

29. Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency / Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to redress the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency / Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Procuring Agency/Purchaser 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.

30. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

31. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency / Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

- Note:** i) There should be Signature and Stamp of the Firm on all the pages of bidding documents.
ii) No Financial bid shall be entertained that will not mention the Total price in words.

Signature & Stamp of the bidder

Director of Education (Colleges)
Lahore Division, Lahore
(Procuring Agency)
Director of Education (Colleges)
Lahore Division, Lahore

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

TECHNICAL PROPOSAL / BID
(PURCHASE OF FURNITURE & FIXTURE)
Govt. Graduate College, Township, Lahore
DATE & TIME: 06-04-2024 at 2.00 PM

Sr. No.	Name of Items / Material.	Detail/Samples Specifications	Specifications Agreed / Not Agreed / offered by the bidder	Remarks of Technical Evaluation Committee
1	3 Seater Students Desk Bench	Desk size 48"x14"x30". Bench Size 48"x14"x18" (Height). Structure made of 1" Square pipe of 38mm x 20mm, (18 gauge), Finished with black color powder coated. Top made of Solid seasoned Shisham wood having size 48"x14"x7/8". (Top consisted of two planks finely jointed with each other). Seat and back made of solid seasoned Shisham Wooden Strips finished with N.C Lacquer polish.		
2	Dice for Class Rooms	Height 48"=50" (48=43) Length 18"x24" 3 side cover laminated MDF Board 1 shelf 1ft rest with Steel Pipe base frame and steel monogram of the College.		
3	Office Chairs	Structure made of 20/20 mm mild steel 18 gauge square pipe. Finished with N.C. Silver Paint. Seat and Back made of Solid seasoned shisham wood webbing with N.D. Cane.		

5% Bid security of estimated price (Rs.1,22,300/-) must be attached with Technical Bid.

Name & Address of the Firm (according to FBR) _____

C.N.I.C. No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.1,22,300/-

Signature _____ Stamp _____ Rs.2000/-

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

FINANCIAL PROPOSAL / BID
(PURCHASE OF FURNITURE & FIXTURE)
Govt. Graduate College, Township, Lahore

DATE & TIME: 18-04-2024 at 2.00 PM

Sr. #	Detail / Specifications of Items / Material to be Purchased.	Quantity	Rates Exclusive Sale Tax of Each Item	Rate of Sales Tax	Rates Including Sales Tax of each item	Value of Total quantity including Sales Taxes
1	3 Seater Students Desk Bench Desk size 48"x14"x30". Bench Size 48"x14"x18" (Height). Structure made of 1" Square pipe of 38mm x 20mm, (18 gauge), Finished with black color powder coated. Top made of Solid seasoned Shisham wood having size 48"x14"x7/8". (Top consisted of two planks finely jointed with each other). Seat and back made of solid seasoned Shisham Wooden Strips finished with N.C Lacquer polish.	260 Nos.				
2	Dice for Class Rooms. Height 48"=50" (48=43) Length 18"x24" 3 side cover laminated MDF Board 1 shelf 1ft rest with Steel Pipe base frame and steel monogram of the College.	25 Nos.				
3	Office Chairs Structure made of 20/20 mm mild steel 18 gauge square pipe. Finished with N.C. Silver Paint. Seat and Back made of Solid seasoned shisham wood webbing with N.D. Cane.	15 Nos.				

All columns must be filled in:

Name & Address of the Firm (according to FBR) _____

C.N.I.C. No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.1,22,300/-

Signature _____ Stamp _____ Rs.2000/-

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "A"

Form of Covering Letter

To


The Director of Education (Colleges),
Lahore Division, 9-A, Hall Road, Lahore

Subject : SUBMISSION OF BID

Dear Sir,

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said Items on terms of reference to be signed upon the award of contract for the sum indicated as per tender / financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frames specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of ____ days 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.
- d) We agree to execute a Contract in the form to be communicated by the Procuring Agency.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "B"

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Firm / Company letter head duly signed and stamped)

Know all men by these presents, we (name of the Firm / company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 20_____

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Dated:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

FORM OF UNDERTAKING

(On Firm/Company letterhead)

It is certified that the Information submitted/furnished herein as per Tender Document with regard to _____

is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false Information/documents.


Dated this _____ day of _____ 20 _____

Signature _____

(Firm / Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Annexure "D"

Form of Integrity Pact

We (Name of the Bidder(s)/supplier) _____

being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the Bidder(s) Firm/Company) hereinafter called the Contractor to submit the attached bid to the (Name of the Procuring Agency). Affiant further states that the said M/s (Bidding Firm/Company Name) _____ has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the (Name of the Procuring Agency) _____ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.


[The Seller/Supplier/Contractor] 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 right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2024.

Notary Public


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore


CONTRACT / AGREEMENT FORM

This agreement is made on _____ between the Directorate of Education (Colleges), Lahore Division, Lahore (Herein after called 1st party) and M/s _____ (Herein after called 2nd party) / lowest bidder. The 1st Party intends to procure the following articles/items/material as per specifications and quantity mentioned as under:

Sr. No	Detail / Specifications of Items / Material to be Procured.	Quantity	Approved Rates	Total Amount	Delivery Period
					30-Days

TERMS OF AGREEMENT

- Supply / Installation should be completed within 45 days after issuance of work / supply order. After prescribed period 0.067% of contract amount per day fine shall be charged up-to 10% of the Contract price. However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period.
- In case supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit C.D.R or may take any punitive action as he deem appropriate.
- 10% performance guarantee of supply order's value in shape of CDR / soon after issuance of supply order shall have to be provided, which shall be returned as per rule.
- Supply must be in accordance with the office specifications / Tender Terms & Conditions / approved sample etc, otherwise supply will be rejected. In such event 1st Party may forfeit CDR and cancel supply order.
- Supply shall have to be made at concerned colleges. Unloading shall be the responsibility of the Firm / bidder.
- Payment of bill of Purchase / supply / services / contract will be made after due process, on receipt of satisfactory report of Technical Inspection committee.
- All Government Taxes (Federal/Provincial) including Income Tax / Sales Tax, PRA / PST etc. will have to be paid by the firm(s) as per prevailing Rule/Law/policy/rule (in vogue). Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- Tenders Terms & conditions shall also be applied. Moreover procuring Agency may revise add / delete any condition deems appropriate.
- In case of any dispute arising between the parties regarding this contract, the matter will be referred to the Chairman, Purchase Committee i.e. Director of Education (Colleges), Lahore Division, Lahore who shall act as Arbitrator in terms of the Arbitration Act 1940 and his decision will be final and binding upon the parties.
- In case of any legal remedy/dispute` resolution / case / writ / plaint, the matter will be agitated in the courts of Lahore city only.
- IN WITNESS HEREOF, the Director of Education (Colleges), Lahore Division, Lahore, for and on behalf of and Mr. _____ duly authorized by the M/s _____ for and on behalf of the firm signed these presents on the day and year first above written.

Secretary Purchase CommitteeFor and on behalf of
DEC, Lahore Div: Lahore.**WITNESSES**Signature _____
Name _____
Branch _____
CNIC# _____**WITNESSES**Signature _____
Name _____
Branch _____
CNIC# _____**Signed by** _____For and on behalf of the firm
M/s _____**WITNESSES**Signature _____
Name _____
Designation _____
Address _____
CNIC# _____**WITNESSES**Signature _____
Name _____
Designation _____
Address _____
CNIC# _____

 Assistant Director (C)
 Directorate of Education (C)
 Lahore Division, Lahore

Directorate of Education (Colleges)
Lahore Division, 9-A, Hall Road, Lahore



**Standard Bidding
Documents**

**Procurement of Plant & Machinery for
the Govt. Graduate College, Township, Lahore**

Directorate of Education (Colleges), Lahore Division,
9-A Hall Road, Lahore

Tel: 042-99205109
042-99205223

Http:directorcollegeslahore.edu.pk
Email director.lhr.hed@gmail.com

Standard Bidding Document

**Procurement of Plant & Machinery for
the Govt. Graduate College, Township, Lahore.**

Important Note

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e., Govt. Graduate College, Township, Lahore through national and open competitive bidding, Tenderer/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected ab initio i.e. at the initial stage. The supporting data along with valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tenderer/Bidder for scrutiny.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

CHECK LIST (Mandatory)

Sr. No.	Description	Attachment (Yes/No)	Valid/ Invalid	Page #
1	Copy of CNIC of the Owner of Firm			
2	Complete address where business is being Run			
3	Address of the firm/Company/bidder must be mentioned as per FBR record/address.			
4	Copy of CNIC of the Authorized person if any			
5	Power of Attorney / Authority Letter (In case any person has been authorized)			
6	Registration Certificate of Company / Firm / Corporation / Supplier etc under the laws of Pakistan.			
7	Valid Income Tax Registration and active tax payer / return filer /Certificate			
8	Copy of Income Tax and GST Returns submitted to the FBR for the last Fiscal year			
9	Financial position / Bank statement of last Two Years			
10	Compliance to the specifications of item(s)/ goods (all items) to be procured mentioned in this document (Undertaking)			
11	In full compliance of the Execution Schedule and Delivery period mentioned in Tender Document (Undertaking of same on legal Stamp paper)			
12	Submission of required undertaking on stamp paper duly attested by notary public that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.			
13	Bid Security = 5% of Estimated Price			
14	Last Two Years Audit Report of the Firm			
15	Certificate to the effect that rates are not abnormal			


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

Directorate of Education (Colleges), Lahore Division,
9-A Hall Road, Lahore
Single Stage Two Envelopes
Terms & Conditions

1. Invitation to Bid

Firms registered under Income Tax / Sales Tax Act and active tax payer having good reputation are eligible to participate in the Tender. All Tenders should be on the name of **Director of Education (Colleges), Lahore Division, Lahore**. Procuring agency reserves the right to reject all tenders/bids within the provisions of Rule 35 of PPR-2014 updated. **The Tender procedure shall be "Single Stage Two Envelopes" as per rule 38 (2) a of PPR-2014 updated.**

2. Applicability of Punjab Procurement Rules

Punjab Procurement Rules 2014, which may be downloaded from website of Punjab Procurement Regulatory Authority, will be strictly followed (<http://ppra.punjab.gov.pk>). In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Public / Punjab Procurement Regulatory Authority Act 2009 with reference to Punjab Procurement Rules 2014 (updated). All the provisions of PPR,2014 will be applicable.

3. Methods of Advertisement (s)

- I. In compliance to Rule 12 (1&2) of Punjab Procurement Rules 2014, this Tender is being advertised / placed on the website of the Authority's website <http://ppra.punjab.gov.pk>, on the website of the procuring agency (**Director of Education (Colleges), Lahore Division, Lahore**) director.lhr.hed@gmail.com
- II. This Tender may also be published / advertised in at least two national daily newspapers of wide circulation, one in English and one in Urdu. (If applicable, under rule 12 (2) of PPR-2014, in case of estimated cost/price of the procurement exceeding [three million] rupees).

4. Type of Open Competitive Bidding

As per Rule 38 (2)(a), "Single Stage Two Envelopes" Bidding Procedure shall be used/ followed. The said procedure is contemplated as follows:

- (i) The bid shall be a Single Stage comprising Two Envelopes, containing separately the 'financial' and 'technical' proposals;
- (ii) The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) 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;
- (iv) 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;
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) 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;
- (vii) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later:
provided that the 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;
- (viii) The lowest evaluated bidder shall be awarded the contract;
- (ix) The Technical Proposals / envelopes shall be opened in public / presence of the bidders at the date & time advised/mentioned in the Bidding Document. The Work/Supply order is issued/Contract is awarded to the lowest Bidder whose Bid has been determined to be the lowest / evaluated substantially responsive Bid.
- (x) The bid found to be the lowest/evaluated bid shall be accepted and Bidder(s) shall be awarded the Contract.

5. INSTRUCTIONS TO BIDDER(S)

Bid Security (Earnest Money) @ 05% of estimated price in shape of Call Deposit Receipt in favour of **Director of Education (Colleges), Lahore Division, Lahore** duly issued by any Scheduled Bank of Pakistan must be attached with the Technical Tender / Bid.

Plant & Machinery Price Rs.82,87,000/- CDR 5% Rs.4,14,350/- (Must be attached with Technical Bid/Proposal)


Regarding purchase of Plant & Machinery only registered firm / manufacturer / Authorized partner may be allowed to participate in the Tender/bid. The bidder must declare that the supplied plant & machinery equipments / material will be original, shall not be replica, refurbished, repaired or used and are also verifiable from the original manufacturer.. Successful firm / manufacturer / authorized partner /company will provide warranty details (Verifiable from original Manufacturer). The firm will ensure the genuine parts and after sale warranty services. The firm / authorized partner / manufacturer must be attached with the request for the purchase of Tender form/bid. In case of mis-statement this office may take any punitive action deem appropriate.

- I. The bids complete in all respect as prescribed and required under this Tender Documents, must be got executed into Tender Box, placed at **Directorate of Education (Colleges), Lahore Division, Lahore**, not later than **1:00 P.M** on last date of submission of bids i.e. **05-04-2024**
- II. Bids submitted late / after due date & time shall not be considered/ entertained.
- III. Bid security shall be returned to successful bidder(s) / firm(s) after furnishing of 10% performance guarantee which shall have to be provided soon after issuance of work / supply order and the same shall be returned after manufacturer warranty period which shall not be less than One year.
The bid security of unsuccessful firm(s) / bidder(s) shall be returned after issuance of work / supply order to successful firm(s) as per provisions contained in Clause "Bid Security" of the Terms and Conditions of the Tender in this bidding document mentioned hereinafter.


Assistant Director
Directorate of Education (C)
Lahore Division, Lahore

The bids shall be publicly opened in the meeting / presence of bidders, at **2:00 P.M** on **06-04-2024**.

- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender Document contained in Clause regarding Invoke "Determination of Responsiveness of Bid" and "Rejection/Acceptance of the Tender" for making bids substantially responsive to the requirements of Bidding Documents.
- VI. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender Document before submitting the Bid. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Procuring Agency nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
- VIII. The successful Bidder (s) will be responsible for all the deliveries and deliverables to the concerned colleges within stipulated time or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Documents. (if provided)
- IX. Bidder(s) shall communicate all queries via Director office.
- X. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- XI. The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore** will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XII. An affidavit / undertaking on stamp paper of Rs.100/- must be submitted by the bidder that the firm has not been Disqualified / Blacklisted earlier in the past by any Public Sector / Organization / Department.
- XIII. Communication address, E-mail, Telephone Numbers etc for the same should be provided with Technical Bid
- XIV. An agreement between **Director of Education (Colleges), Lahore Division, Lahore** and successful firm shall be executed on Stamp paper @ Rs.0.25% of total value of Supply order. The cost of stamp paper shall be borne by the firm(s) / bidder(s). Photocopies of CNIC of the owner of Firm and two witness/authorized persons as well as original authority letters must be attached / provided.
- XV. Supply period for items **30-days**, from the date of issuance of work /Supply order. After due date of delivery Rs.0.067% of total amount of contract / supply order's value per day fine shall be charged up-to 10% of the Contract price. However the **Director of Education (Colleges), Lahore Division, Lahore** is empowered to extend the supply period, on the request of supplier submitted before the completion period subject to the request having force majeure i.e. the reason beyond the ability of the bidders. However, the final decision lies with the **Director of Education (Colleges), Lahore Division, Lahore exclusively in this regard.**
- XVI. In case Firm / Supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit CDR or may take any punitive action as he deem appropriate.
- XVII. Supplies shall have to be delivered in the concerned colleges as required by **concerned Colleges / Director of Education (Colleges), Lahore Division, Lahore**. Arrangement of Labour and charges thereof shall be the responsibility of the Firm/Supplier.
- XVIII. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Directorate may forfeit CDR / Pay Order and take any punitive action as deemed appropriate.
- XIX. Payment of bill will be made after due process, on receipt of satisfactory report of user(s) and Inspection Committee as per rules.
- XX. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax, S.E. Duty and Professional Tax, PRA Tax / PST etc. will have to be paid by the firm(s) under the prevailing procedure / law. All taxes imposed by the Government will be applicable and deduction will be made under the Rules. Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- XXI. The office may reject conditional / torn out / overwritten Tender(s). Downloaded or Photo copy of bidding documents will not be accepted.
- XXII. **Warranty period** offered for by the manufacturer shall be accepted which shall be not less than One year in any case.
- XXIII. Rates must be quoted in Pakistani Currency including all Taxes.
- XXIV. Validity period of offered rates should not be less than **120-days**.
- XXV. The envelope of Tender must be sealed properly with transparent tap / wax and there should be written on corner of envelope and filled in as "**Tender For Plant & Machinery**" or obtaining any other information regarding Tenders Stores Section can be visited during office hours on any working day.
- (Ph. No. 042-99205223 & 042-99205109)**
- XXVI. Whenever, the word/expression/phrase "imported" will be used, Tax exemption will only be allowed subject to provision of exemption certificate duly issued by Commissioner Inland Revenue Department(FBR).
- XXVII. The Bidding Documents containing comprehensive details can be obtained from **Budget Branch of Directorate of Education (Colleges), Lahore Division, 9-A Hall Road, Lahore** during the working office hours after paying the Purchase Fee.
6. **Determination of Responsiveness qualification of the Bid (Tender)**
The Procuring Agency **Director of Education (Colleges), Lahore Division, Lahore**, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:
- meets the eligibility criteria given in Tender Documents for provision of Items;
 - meets the Technical Specifications for the Miscellaneous Items against each Item.
- A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Procuring Agency's rights or the Bidder(s)'s obligations under the Contract.
- The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.
7. **Rejection/Acceptance of the Bid**
The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the Bidder(s).
However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014).

The Tender shall be rejected if it is:

- i. substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted;
- v. **subjected to interlineations / cuttings / corrections / erasures / over writings; or**
- vi. the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii. the Bidder(s) has conflict of interest with the Procuring Agency/Purchaser; or
- viii. the Bidder(s) tries to influence the Tender evaluation/Contract award; or
- ix. the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
- x. the Bidder(s) fails to meet the evaluation criteria requirements;
- xi. the Bidder(s) has been black listed by any public or private sector organization;
- xii. the Bidder(s) has been served any legal notice or displeasure letters by any public sector organization on serious failure to provide satisfactory Goods;
- xiii. the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiv. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xvi. Bidder is not authorized Dealer/Supplier/Distributor of manufacture Company.

8. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

9. Notice

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Procuring Agency/ Purchaser, the same shall be:

- i. in writing;
 - ii. issued within reasonable time;
 - iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

10. Tender Cost

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Procuring Agency shall not be responsible/liable for those costs/ expenses.

11. Amendment of the Tender Document

The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, where after all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 Rule 25(4).

12. Preparation/Submission of Tender

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape with proper index or table of contents;

13. Tender Price

The quoted price shall be:

- a. best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
- i. in Pak Rupees;
 - ii. inclusive of all taxes, duties, levies, insurance, freight, etc.;
 - iii. including all charges up to the delivery point / place at the **concerned college.**
- b. if not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
 - c. where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
 - d. in case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.

14. Bid Security (Earnest Money)

a. The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:

Plant & Machinery Rs.82.87,000/- CDR 5% Rs.4,14,350/- (Must be attached with Technical Bid/Proposal)

- i. for a sum equivalent to 5% of the estimated price of Items as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of **Director of**

*Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore*

- ii. Education (Colleges), Lahore Division, Lahore
- iii. denominated in Pak Rupees;
- iii. have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- b. The Bid Security (Earnest Money) shall be forfeited by the Procuring Agency, on the occurrence of any or all of the following conditions:
 - i. If the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
 - ii. If the Bidder(s) does not accept the corrections of his Total Tender Price;
 - iii. If the Bidder(s), having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

15. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Procuring Agency / Purchaser may solicit the Bidder(s) consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, shall allow to withdraw the bid without forfeiting the Bid security (Earnest Money).

16. Modification/Withdrawal of the Tender

- a. The Bidder(s) may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

17. Opening of the Tender

- a. Tenders shall be opened at **2:00 P.M** on **06-04-2024** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.

18. Clarification of the Tender

The Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency.

19. Correction of Errors/Amendment of Tender

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - i. if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
 - ii. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
 - iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.
- e. PPRA Section 33(2) (The procuring Agency may if necessary after the opening of the bids seek and accept such clarification/s of the bid as do not change the substance of the bid) shall be apply.

(A) TECHNICAL EVALUATION CRITERIA:

As per specifications / good quality and samples.

Satisfactory report of Technical Committee is mandatory to qualify.

Plant & Machinery Price Rs.82,87,000/- CDR 5% (Rs.4,14,350/-)

Regarding purchase of Plant & Machinery only registered firm / manufacturer / Authorized partner may be allowed to participate in the Tender/bid. The bidder must to declare that the supplied plant & machinery equipments / material will be original, shall not be replica, refurbished, repaired or used and are also verifiable from the original manufacturer.. Successful firm / manufacturer / authorized partner /company will provide warranty details (Verifiable from original Manufacturer). The firm will ensure the genuine parts and after sale warranty services. The firm / authorized partner / manufacturer must be attached with the request for the purchase of Tender form/bid. In case of mis-statement this office may take any punitive action deem appropriate.

(B) FINANCIAL EVALUATION CRITERIA:

Financial Proposals/bids Evaluations will be made according to the specifications and the best quality on the basis of lowest rates, of technically responsive/qualified bid(s) proposals.

The Proposal/bid evaluated substantially responsive as per office specifications and the best quality on the basis of lowest rates of each item.

Note: For all items, the minimum requirement has been specified. However, equivalent or higher products could be quoted but selection is subject to the decision of the Purchase Committee.

20. Acceptance Letter/Purchase Order

The Procuring Agency shall Issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

21. Terms & Conditions of Contract Form

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.


Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore

22. Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency may constitute a Committee comprising of odd number of persons / members, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency/ Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

23. Instruction For Preparation Of Power Of Attorney/Letter of Authority

- a) To be executed by an authorized representative of the Bidder(s) on Firm/ company letterhead enclosing attested Copy of National Identity Card.
- b) The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
- d) In case the Tender Documents are signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.

24. FORM OF BID:

Forms, Terms & Conditions, Specifications, List of Items, Bill of Quantities and Detail of Standards of Tender/Items are attached.

25. GENERAL OR SPECIAL CONDITIONS OF CONTRACT

i. Contract Documents and Information

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Procuring Agency, without prior permission of the Procuring Agency, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

ii. Contract Language

The language of the Contract and other relevant documents between the Contractor and the Procuring Agency shall be English or Urdu and in case of any translation the cost shall be borne by the Contractor.

iii. Standards

The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.

iv. Commercial Availability

The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

v. Patent Rights

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/supply of the Goods or any part thereof.

vi. Execution Schedule

The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within 45 days of the intimation/receipt of work / supply order.

vii. Delivery

The Contractor shall deliver the Goods/Items at according to purchase / work / supply order as specified by the Procuring Agency.

The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.

The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.

The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.

The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.


viii. Inspection and Testing

Technical & Inspection Committee shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications. The Procuring Agency may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Procuring Agency. The Procuring Agency's / Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.

Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

ix. Warranty

The Contractor shall warrant to the Procuring Agency, Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Goods supplied under the Contract are genuine, brand new, non-refurbished, un-altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Procuring Agency / Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Procuring Agency. The end user licenses, end user warranties and end user contracting support Goods shall be in the name of Procuring Agency / Purchaser, for the Goods supplied under the Contract.


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Directorate of Education (C)
Lahore Division, Lahore

x. Ownership of Goods and Replaced Components

Goods to be supplied to the Procuring Agency/ Purchaser, pursuant to the Contract, shall become the property of the Procuring Agency when the Goods are taken over by the Procuring Agency / Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

xi. Defects Liability Expiry Certificate

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Procuring Agency / Purchaser, apply for a Defects Liability Expiry Certificate. The Client shall, within seven days of receipt of such notice, either Issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Procuring Agency / Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be Issued.

xii. Payment

The Contractor shall provide all necessary supporting documents along with Invoice. The Contractor shall submit an Application for Payment to the Procuring Agency / Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Procuring Agency / Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any. The Procuring Agency / Purchaser shall get verified the details of Goods delivered against the specifications given by the concerned colleges/Technical & Inspection Committee and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned colleges/ Technical & Inspection Committee, as per details given in relevant Letter of Acceptance. The Procuring Agency / Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Procuring Agency / Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque. Payment to contractor will be made after getting 10% performance guarantees in shapes of CDRs which will be released after expiry of the warranty period as the case may be. (if applicable). All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

xiii. Price

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

xiv. Contract Amendment

The Procuring Agency / Purchaser 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.

The Contractor shall not execute any Change until and unless the Procuring Agency / Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

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.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency / Purchaser and the Contractor.

The BOQ contains estimated quantities which can be varied to meet any emerging need keeping in view the provisions of PPRA Rules.

xv. Assignment/Subcontract

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

xvi. Liquidated Damages

If the Contractor fails / delays in 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 / Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Procuring Agency / Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

xvii. Blacklisting

If the Contractor fails / delays in 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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring Agency / Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

26. Termination for Default

If the Contractor fails / delays in 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 / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, 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 (or such longer period as the Client may allow in writing), after receipt of such notice. If the Procuring Agency / Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency / Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.


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Directorate of Education (C)
Lahore Division Lahore

27. Termination for Insolvency

If the Contractor becomes Bankrupt or otherwise Insolvent, the Procuring Agency / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the Insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

28. Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a 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, 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.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency / Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency / Purchaser 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

29. Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency / Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to redress the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency / Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Procuring Agency/Purchaser 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.

30. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

31. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency / Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

- Note:** i) There should be Signature and Stamp of the Firm on all the pages of bidding documents.
ii) No Financial bid shall be entertained that will not mention the Total price in words.

Signature & Stamp of the bidder

Director of Education (Colleges)
Lahore Division, Lahore
(Procuring Agency)
Director of Education (C)
Lahore Division, Lahore

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

TECHNICAL PROPOSAL / BID
(PURCHASE OF PLANT & MACHINERY)
Govt. Graduate College, Township, Lahore
Date & Time: 06-04-2024 at 2.00 PM

Sr. No.	Name of Items / Material.	Detail of Specifications	Specifications Agreed / Not Agreed / offered by the bidder	Remarks of Technical Evaluation Committee
1	Multimedia Projector	Type of display Poly-silicon TFT active matrix Resolution Bright Link 480i: 1024 × 768 pixels (XGA) Bright Link 475W/485W: 1280 × 800 pixels (WXGA) Lens F= 1.80 Focal length: 3.71 mm Color reproduction Full color, 16.77 million colors Brightness Bright Link 475W: Normal Power Consumption mode: White light output 2600 lumens (ISO 21118 standard) Color light output 2600 lumens ECO Power Consumption mode: White light output 1800 lumens (ISO 21118 standard) Bright Link 480i: Normal Power Consumption mode: White light output 3000 lumens (ISO 21118 standard) Color light output 3000 lumens ECO Power Consumption mode: White light output 1800 lumens (ISO 21118 standard) Bright Link 485W: Normal Power Consumption mode: White light output 3100 lumens (ISO 21118 standard) Color light output 3100 lumens ECO Power Consumption mode: White light output 1800 lumens (ISO 21118 standard) Contrast ratio 3000 to 1 with Auto Iris on and Normal Power Consumption mode Image size Bright Link 480i: 55.9 to 93.2 inches (1.42 to 2.37 m) Bright Link 475W/485W: 60 to 100 inches (1.52 to 2.54 m) Projection distance 13.7 to 23.5 inches (0.35 to 0.60 m) Projection methods Front, wall or ceiling-mounted Optical aspect ratio (width-to-height) Bright Link 480i: 4:3 Bright Link 475W/485W: 16:10 Focus adjustment Manual Zoom adjustment Digital Zoom ratio (Tele-to-Wide) 1:1.35 Internal sound system 16 W monaural Noise level 35 dB (Normal Power Consumption mode) 28 dB (ECO Power Consumption mode) Keystone correction angle Vertical: ± 5° Horizontal: ± 5° USB-B port compatibility USB 1.1 and 2.0 compliant for USB display or external mouse USB-A port compatibility One USB 1.1 and 2.0 compliant port for USB device input or EPSON document camera display.		
2	Solar System i/e Installation (35-KW)	Copy attached		

5% Bid security of estimated price (Rs.4,14,350/-) must be attached with Technical Bid.

Name & Address of the Firm (according to FBR) _____

C.N.I.C. No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.4,14,350/-

Signature _____ Stamp _____

Rs.2000/-
Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore



DIRECTORATE OF EDUCATION (COLLEGES)
LAHORE DIVISION, LAHORE

FINANCIAL PROPOSAL/BID
(PURCHASE OF PLANT & MACHINERY)
Govt. Graduate College, Township, Lahore
Date & Time: 18-04-2024 at 2.00 PM

Sr. #	Detail / Specifications of Items / Material to be Purchased.	Quantity	Rates Exclusive Sale Tax of Each Item	Rate of Sales Tax	Rates Including Sales Tax of each item	Value of Total quantity Including Sales Taxes
1	Multimedia Projector Type of display Poly-silicon TFT active matrix Resolution Bright Link 480i: 1024 × 768 pixels (XGA) Bright Link 475Wi/485Wi: 1280 × 800 pixels (WXGA) Lens F= 1.80 Focal length: 3.71 mm Color reproduction Full color, 16.77 million colors Brightness Bright Link 475Wi: Normal Power Consumption mode: White light output 2600 lumens (ISO 21118 standard) Color light output 2600 lumens ECO Power Consumption mode: White light output 1800 lumens (ISO 21118 standard) Bright Link 480i: Normal Power Consumption mode: White light output 3000 lumens (ISO 21118 standard) Color light output 3000 lumens ECO Power Consumption mode: White light output 1800 lumens (ISO 21118 standard) Bright Link 485Wi: Normal Power Consumption mode: White light output 3100 lumens (ISO 21118 standard) Color light output 3100 lumens ECO Power Consumption mode: White light output 1800 lumens (ISO 21118 standard) Contrast ratio 3000 to 1 with Auto Iris on and Normal Power Consumption mode Image size Bright Link 480i: 55.9 to 93.2 inches (1.42 to 2.37 m) Bright Link 475Wi/485Wi: 60 to 100 inches (1.52 to 2.54 m) Projection distance 13.7 to 23.5 inches (0.35 to 0.60 m) Projection methods Front, wall or ceiling-mounted Optical aspect ratio (width-to-height) Bright Link 480i: 4:3 Bright Link 475Wi/485Wi: 16:10 Focus adjustment Manual Zoom adjustment Digital Zoom ratio (Tele-to-Wide) 1:1.35 Internal sound system 16 W monaural Noise level 35 dB (Normal Power Consumption mode) 28 dB (ECO Power Consumption mode) Keystone correction angle Vertical: ± 5° Horizontal: ± 5° USB-B port compatibility USB 1.1 and 2.0 compliant for USB display or external mouse USB-A port compatibility One USB 1.1 and 2.0 compliant port for USB device input or EPSON document camera display	04 Nos.				
2	Solar System i/e Installation (35-KW). Copy attached	01				

All columns must be filled in

Name & Address of the Firm (according to FBR) _____

C.N.I.C. No. _____ (Copy attached)

Phone No. _____ Mobile _____ Email. _____

Sales Tax Registration No. _____ Income Tax No. _____

C.D.R. No. _____ Dated _____ Amount 5% Rs.4,14,350/-

Signature _____ Stamp _____ Rs.2000/ Assistant Director (C)

Directorate of Education (C)
Director of Education (Colleges) Lahore
Lahore Division, Lahore.

IMMEDIATE

No.SO(PP)ED/15-31/19
GOVERNMENT OF THE PUNJAB
ENERGY DEPARTMENT
 8th Floor, EFU House, Jail Road, Lahore
 Phone No.99260010, 99260017 & 99260019 Fax No.35790721

Dated: 16th April, 2021

To

1. Chief Engineer (Power), Energy Department.
2. Managing Director, PEECA, Energy Department.
3. Chief Executive Officer, PPDCL, Energy Department.
4. Chief Executive Officer, QASPL, Energy Department.
5. Director Projects, DoPP, Energy Department.
6. Project Director, PMU, Energy Department.
7. Project Director, PPMU, Energy Department.

Subject:-

MINIMUM TECHNICAL SPECIFICATIONS REQUIREMENT FOR SOLAR PANEL AND ALLIED EQUIPMENT

I am directed to refer to the subject cited above and to state that the competent authority has approved the minimum technical specifications requirement for solar panel and allied equipment, as recommended by the Technical Committee in the Energy Department. A copy of the same is enclosed herewith for implementation of your ongoing / incoming new projects (if any).

Almad Naveed
 SECTION OFFICER (HYDEL)

CC:

1. Mr. Salman Aizad, Chairman, Technical Committee / Director (Renewable), PPDB.
2. Members of Technical Committee.
3. Section Officer (Dev), Energy Department.
4. PS to Secretary Energy, Energy Department.
5. PA to Additional Secretary (Dev), Energy Department.
6. PA to Deputy Secretary (Dev), Energy Department.

Amir
 SOCH

[Signature]
 Assistant Director (C)
 Directorate of Education (C)
 Lahore Division, Lahore



Minimum Technical Specifications Requirement for Solar Panel and Allied Equipment

Note- The technical specifications of the solar Panels & allied equipment must fulfil the standard requirements (PSS#IES) as per the import policy S.R.O.694 (I) /2019, Dated 28th May,2019. Verifiable Test Certifications for the required standards must be provided with the technical proposal. In case of discrepancy, the mentioned S.R.O shall prevail.

This document provide minimum technical requirement for solar panels and allied equipment. "All products should be compliant to relevant IEC standards/ specifications; however, other equivalent, international standards may be used where, IEC relevant standard is not available, as per the project requirement, with subject to prior approval of the Project Director".

I. Solar PV Panels

S.No	Parameters	Min. Specifications required
1.	Module Make	Tier 1 , Brand should be verifiable for the procurement year
2.	PV Module Capacity	400 Watts or above (as per design)
3.	PV Module Type	Poly-crystalline/Monocrystalline
4.	Cell Quality	A Grade (verifiable)
5.	Module Efficiency	18% or higher
6.	Power Tolerance	Must be + 3% or more
7.	Operating Cell Temperature	-40 ° C to +85 ° C
8.	Temperature Coefficient	-0.40% / ° C or less
9.	Bypass Diode	As per design
10.	Bus Bar	4 or higher
11.	Certification	IEC 61215, IEC 61730 , IEC 61439, IEC 60947-3 as amended to date ,PID free
12.	Frame	Must Withstand 5400 PA impulse Load
13.	Junction Box	IP 67 or better
14.	Cable	4 mm ² (IEC), 1000mm or higher (as per design)
15.	Connectors	MC4 or Comparable weatherproof
16.	Front Cover	3.2 mm thick prism type tempered glass or higher

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17.	Product Warranty and Guarantee	10 years' product replacement warranty. Power output within 10 years shall not fall below 90% Power output within 25 years shall not fall below 80%
		10 years' full replacement of module, if the major component/s malfunctioning. PV module performance guarantee 25 years or more. Type of performance guarantee shall be linear after 1st Year.

II. On-Grid Solar Smart Inverter

S.N. / Parameter		Min. Specifications required
1.	Inverter Make	1 GW or above deployment in last two years. Renowned and verifiable brand having successful performance history in similar climatic conditions.
2.	Inverter Type	Grid synchronized Pure Sine wave. Also able to synchronize with generators on site.
3.	Output Voltage Range	230VAC/400 VAC $\pm 5\%$ for string/micro inverters. For central inverters select as per design.
4.	IP Protection	IP 65 or better (IEC 60529) / outdoor use with natural heat sink.
5.	Standby power consumption	Max 3 Watt.
6.	EU/CEC efficiency Euro-eta	$\geq 95\%$ or above
7.	Protections	<ul style="list-style-type: none"> Short Circuiting Surge Protection PV reverse polarity protection Anti-Islanding Protection Leakage current protection High Insulation Input <ul style="list-style-type: none"> Over voltage (PV) (if built-in) Harmonics filter as per IEC standards Output <ul style="list-style-type: none"> Over voltage (AC)

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Lahore Division, Lahore

8.	Operating temperature For Ambient	-5°C to 55°C
9.	Communication	With Remote Monitoring Feature, Mobile App, Web server user Interface, Cloud Connected. Real Time System Monitoring, Alerts, Faults and Warning data display, System Statistics = System Parameters, PV predicted values, Forecasted values, Load data, Energy Data, Net Metering Data Control
10.	Humidity	10 - 90%RH
11.	THD	≤ 3%, As per IEC 61000-3-2 (as amended to date).
12.	Guarantee	5 years Replacement Guarantee.
13.	Warranty	10 Years or above transferrable warranty from the original inverter manufacturer shall be provided or as defined in the RPP.
14.	Input Voltage Range	150-950 V or above (depending upon the selected design)
15.	Power Factor	0.9 leading to 0.9 lagging (Grid Code Compliant)
16.	Minimum Applicable Standards and Compliances	IEC:62109-1, IEC:62109-2, IEC 61683, IEC 62116, IEC 61727, UL:1741/IEEE:1547, 60068-2. (as amended to date).

III. Hybrid Solar Inverter

1.	Inverter Make	500MW or above deployment in last five years. Renowned and verifiable brand having successful performance history in similar climatic conditions. Pure Hybrid Inverter
2.	Inverter Type	Grid synchronized Pure Sine wave, Hybrid
3.	Phase	3 Phase IN /3 Phase OUT. Also able to synchronize with generators on site.
PV INPUT		
4.	Max DC Input Voltage	900 VDC
5.	Minimum MPPT Range	250~850 VDC

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6.	Reverse Polarity Protection	Yes
7.	Photo voltaic array Isolation control	Yes
8.	AC Grid Connection	Three-Phase
9.	Management	Intelligent Energy Management System
10.	AC INPUT	
11.	Minimum AC Input Voltage Range	180-260 VAC per phase
12.	GRID OUTPUT	
13.	Nominal Output Voltage	230 VAC (P-N)/400 VAC (P-P) +/- 5%
14.	Output Voltage Range	184-265 VAC per phase
15.	Environmental	
16.	Ambient Temperature Range	-5°C~+55°C
17.	Relative Humidity	4....100% condensing
18.	Acoustic noise emission level	<50 dB@ 1m
19.	Safety and EMC standard	IEC/EN 62109, IEC/EN 62109-2, IEC 62477-1, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3, EN 61000-3-11, EN 61000-3-12 (as amended to date)
20.	IP Protection	IP 20 or better
21.	Frequency	50Hz +/- 3%
22.	Standby power consumption	Max 3 Watt.
23.	Max. efficiency / Euro-eta	95% or above
24.	Protections	<ul style="list-style-type: none"> • Short Circuiting • Surge Protection • PV reverse polarity protection • Leakage current protection • High Insulation Input <ul style="list-style-type: none"> • Over voltage (PV) (if built-in) • Harmonics filter as per IEC standards Output <ul style="list-style-type: none"> • Over voltage (AC)
25.	THD	≤ 3%, As per IEC 61000-3-2 (as amended to date).
26.	Genset	Compatible with Auto start/stop feature

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27.	Communication	With Remote Monitoring Feature, Mobile App, Web server user interface, Cloud Connected
28.	Guarantee	3 years Replacement Guarantee
29.	Warranty	5 Years or above transferrable warranty from the original inverter manufacturer shall be provided or as defined in the RFP.

IV. Charge Controller

1. IEC:62509
2. Maximum Power Point Tracking (MPPT) tracing efficiency > 98%
3. External/Built-In charge controller with Hybrid Inverter
4. Minimum 2 independent MPPTs.
5. Warranty- 5 Years transferrable warranty from the original manufacturer.

V. Smart Energy Storage:

Minimum Technical Specifications of Energy Storage System:

1. 15 Years life
2. Manufacturing date of batteries must not be more than 6 months old at the time of installation.
3. High Energy, Compact packs.
4. Elegant, Highly compact and energy dense.
5. Battery Management Unit (BMU), BMS (Battery Management System) controls cell temperature, over charging, DOD, Voltage levels & Cell charging current.
6. Fast and Efficient Charging
7. Extended Cycle Life minimum 5000 cycles at 80% DoD.
8. Temperature control unit.
9. IEC 61427 certified.
10. Warranty- 5 years

The following technical data but not limited to these only shall be provided, wherever applicable for, such as inverter, charge controller, batteries;

S. No	Characteristic
1	Manufacturer Name & Country of Manufacturing
2	Type/Model number/Date of Manufacturing
3	Datasheet
4	Relevant International Certifications
5	Warranties
6	Installation Guide
7	Operating Manual


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VI. Solar PV Panel Mounting Structure

Description		Requirement
Following are tentative outlines, actual design will be site dependent and may varies;		
1.	Roof Structure material	Hot Dip Galvanized (min 90 Micron) or Aluminum Frame. With more than 20 years of proven life.
2.	In case of Pole Mounting	The height of the pole shall not be less than (3) meters. Also be used for parking purpose, strong supporting structure, made of stainless steel or hot dip galvanized iron with minimum galvanization of 90 Microns.
3.	Theft Protection	The mounting structure must come with an anti-theft protection to impede demounting of modules.
4.	Material Gauge	SWG 14 or better / as per design. Fasteners (Nut, Bolts, Clamps) must be of stainless steel type.
5.	Material and Wind loading	<ul style="list-style-type: none">• Mounting structure to support the module must be made of durable material, resistant to sandstorms, high wind speeds (up to 40 m/s),• Corrosion (passing the salt spray test IEC 61701, among other verification), and UV induced degradation.• The material must be compatible with the module frame material so as to avoid any adverse electrolytic/galvanic effects.
6.	Civil work	<ul style="list-style-type: none">• Structure should support the existing roof top/ground mounting The design shall be able to withstand the maximum wind loading requirements of 40m/s. Design shall be supported with proper calculations.• The stability of the supporting structure after installation shall be guaranteed by the bidder.• To avoid the drilling in roofs, use appropriate arrangements for strengthen the structure without damage the roofs.• Pointed dead-loads on rooftop surface must be avoided.• Additional beams can be casted to avoid drilling on roofs• Water drainage must not be considered; separate water channels must be maintained for water drainage.• The supporting structure must be grounded for short-circuit and lightning protection through independent earthing.

VII. Cabling, Combiner Boxes and Earthing

1. All exposed wiring (with the possible exception of the module interconnects) must be covered in conduits/duct. Wiring through roofing, walls and other structures must be protected through the use of bushings. Wiring through

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2. roofing must form a waterproof seal (applicable for wiring only).
3. For conduit and duct flexible PVC material with suitable size must be used, so that ¼ spaces in a conduit should be empty.
4. Field installed wiring must be joined using terminal strips or screw connectors. Soldering or crimping in the field must be avoided if at all possible. Wire nuts are not allowed. The rated current carrying capacity of the joint must not be less than the circuit current rating. All connections must be made in junction boxes. Fittings for lights, switches, and polarity sensitive socket outlets may be used as junction boxes where practical.
5. All wiring shall be color coded as per IEC standards and labeled at termination point.
6. No conduit or fitting shall be attached directly to thatch or any other non-supportive surface.
7. Especially avoid installing the conduit direct over the roof; there must be distance not less than 2 inches between the roof surface and conduit/duct.
8. Cables must be joined by the use of junction boxes, screw-connectors, and block connectors, MC 4 or equivalent connectors must be used for PV joints.
9. All wires must be terminated with proper end sleeves and wire thimbles with different colors for positive and negative polarity.
10. Size, voltage grade and manufacturer name should be printed on every cable.
11. Cable voltage drop specifications are as followed that must be verified through software simulation/ Calculations.
12. Earthing as per NEPRA net metering rules for all sites.

Sl. No.	Particulars	Requirement
12.	Solar PV to inverter:	Voltage drop less than 2% tin coated (Stranded and flexible),
		99.9 % pure copper fire resistive insulation
13.	Grid / LV Distribution Board to Inverter	Voltage drop less than 2%,
		99.9 % pure copper fire resistive insulation

Solar PV Combiner Box (Junction Box)

Sl. No.	Particulars	Description
1.	Solar PV Input	As per design
2.	Solar PV Max. Input Voltage	1000VDC (IEC) or Higher
3.	Number of Solar PV array inputs	As per design
		Lightening Protection
		DC over voltage protection
4.	Protections	Short circuit Protection
		Fuse/Breaker Protection.
		AC & DC disconnecting switch
5.	Protection Class	IP 66 or better
6.	Relative humidity	10-90%


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VIII. Enclosure Cabinet for Inverters and Batteries

1. The hybrid inverters, batteries, charge controller and any protection devices such as fuses and circuit breakers shall be mounted in an enclosure cabinet. Should be theft proof.
2. The enclosure cabinet along with the components shall be installed inside the building. The selection of the required space shall be made by the contractor, approved by the employer.
3. The cabinet shall have maximum three compartments.
4. Inverter and Charge Controller
5. Protection devices, breakers/fuses, isolation switch
6. Battery/Electricity storage system
7. Adequate natural ventilation shall be present for efficient cooling and prevent excessive heat build-up. The compartment design shall ensure that each component will be operating within its operating temperature.
8. The enclosure shall be made of M.S sheet with 18 SWG or better, powder coated to matt finish.
9. The IP rating of the enclosure cabinet shall be IP 54 or higher.

IX. Lightning/air termination rod and Surge Protection devices;

No.	Parameters	Min. Specifications Required
1.	Air termination rod material	99 % Pure Copper
2.	Air termination rod length	As per design
3.	Earthing Pit	Less than 2 Ohm (NEC Codes) 99 % Pure copper plate/ rod. Size & weight of plate/rod varies from site to site
4.	Air termination rod diameter	As per design
5.	Air termination rod	As per design
6.	Cable for structure	2.5 mm ² or higher, 99.99% pure copper (strip or single conductor)
7.	Cable for interconnecting/ Grounding metal structure	6 mm ² or higher, 99.99% pure copper
8.	Insulated Spacer	As per design
9.	Cable Bracket	As per design
10.	Stand – Fang Fix system	As per design
11.	Recommended method for calculation	Rolling sphere method

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12.	Functional Compliance	IEC 62305-3 (EN62305-3) IEC62305-3 (EN 62305-3) or equivalent
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X. Surge Arrester(with or without counter)

Min. Specifications		Min. Specifications
1.	Applications	Both DC side & AC sides
2.	Discharge current (I max)	min. 20kA (8/20 μ sec.)
3.	Impulse current (I imp)	min. 25kA (10/350 μ sec.)
4.	Response time	≤ 50 n sec
5.	Leakage current	≤ 1 mA
6.	Dielectric strength	2000 V AC @ 1 minute
7.	Protection Class	Class 2 (Type 2) minimum
8.	Discharge voltage	600 V DC (Line to earth) or above (matching the size of inverter)
9.	Ingress Protection	Minimum IP20 (placed in IP 65 Box along with other protections)
10.	Short circuit withstand capacity	min. 30kA

Note: The external surge arresters/protection AC/DC may be added by the procuring department/agency, if required according to the specific site requirement.

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Annexure "A"

Form of Covering Letter

To

The Director of Education (Colleges),
Lahore Division, 9-A, Hall Road, Lahore

Subject : SUBMISSION OF BID

Dear Sir,

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said Items on terms of reference to be signed upon the award of contract for the sum indicated as per tender / financial bid.
- b) We undertake, If our proposal is accepted, to provide the tender items within time frames specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of ____ days 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.
- d) We agree to execute a Contract in the form to be communicated by the Procuring Agency.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.


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Authorized Signatures with Official Seal

Annexure "B"

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Firm / Company letter head duly signed and stamped)

Know all men by these presents, we (name of the Firm / company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 20 _____

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Dated:


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Directorate of Education (C)
Lahore Division, Lahore

Annexure "C"

FORM OF UNDERTAKING

(On Firm/Company letterhead)

It is certified that the Information submitted/furnished herein as per Tender Document with regard to _____

is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 20_____

Signature _____

(Firm / Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:



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Annexure "D"

Form of Integrity Pact

We (Name of the Bidder(s)/supplier) _____

being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the Bidder(s) Firm/Company) hereinafter called the Contractor to submit the attached bid to the (Name of the Procuring Agency). Affiant further states that the said M/s (Bidding Firm/Company Name) _____ has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the (Name of the Procuring Agency) _____ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] 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 right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2024.

Notary Public


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Directorate of Education (C)
Lahore Division, Lahore

CONTRACT / AGREEMENT FORM

This agreement is made on _____ between the Directorate of Education (Colleges), Lahore Division, Lahore (Herein after called 1st party) and M/s _____ (Herein after called 2nd party) / lowest bidder. The 1st Party intends to procure the following articles/items/material as per specifications and quantity mentioned as under:

Sr. No	Detail / Specifications of Items / Material to be Procured.	Quantity	Approved Rates	Total Amount	Delivery Period
					45-Days

TERMS OF AGREEMENT

- Supply / Installation should be completed within 45 days after issuance of work / supply order. After prescribed period 0.067% of contract amount per day fine shall be charged up-to 10% of the Contract price. However the Director of Education (Colleges), Lahore Division, Lahore is empowered to extend the supply period, on the request of supplier submitted before the completion period.
- In case supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the **Director of Education (Colleges), Lahore Division, Lahore** may impose the penalty / fine other than above said fine / forfeit C.D.R or may take any punitive action as he deem appropriate.
- 10% performance guarantee of supply order's value in shape of CDR / soon after issuance of supply order shall have to be provided, which shall be returned as per rule.
- Supply must be in accordance with the office specifications / Tender Terms & Conditions / approved sample etc, otherwise supply will be rejected. In such event 1st Party may forfeit CDR and cancel supply order.
- Supply shall have to be made at concerned colleges. Unloading shall be the responsibility of the Firm / bidder.
- Payment of bill of Purchase / supply / services / contract will be made after due process, on receipt of satisfactory report of Technical inspection committee.
- All Government Taxes (Federal/Provincial) including Income Tax / Sales Tax, PRA / PST etc. will have to be paid by the firm(s) as per prevailing Rule/Law/policy/rule (in vogue). Only FBR Exemption will be accepted whereas Bill of Entry / GD import documents will not be accepted.
- Tenders Terms & conditions shall also be applied. Moreover procuring Agency may revise add / delete any condition deems appropriate.
- In case of any dispute arising between the parties regarding this contract, the matter will be referred to the Chairman, Purchase Committee i.e. Director of Education (Colleges), Lahore Division, Lahore who shall act as Arbitrator in terms of the Arbitration Act 1940 and his decision will be final and binding upon the parties.
- In case of any legal remedy/dispute` resolution / case / writ / plaint, the matter will be agitated in the courts of Lahore city only.
- IN WITNESS HEREOF, the Director of Education (Colleges), Lahore Division, Lahore, for and on behalf of and Mr. _____ duly authorized by the M/s _____ for and on behalf of the firm signed these presents on the day and year first above written.

Secretary Purchase Committee

For and on behalf of
DEC, Lahore Div: Lahore.

WITNESSES

Signature _____
Name _____
Branch _____
CNIC# _____

WITNESSES

Signature _____
Name _____
Branch _____
CNIC# _____

Signed by _____

For and on behalf of the firm
M/s _____

WITNESSES

Signature _____
Name _____
Designation _____
Address _____
CNIC# _____

WITNESSES

Signature _____
Name _____
Designation _____
Address _____
CNIC# _____

Assistant Director (C)
Directorate of Education (C)
Lahore Division, Lahore