



**GOVT. DEGREE COLLEGE, SAMA BADABER,HSD
PESHAWAR**

Bid solicitation documents

For

**Procurement of Computers & Allied facilities and
Lab equipment & Chemicals MAs ADP (2026-27)**

Under

National Competitive Bidding (NCB)

**GOVT. DEGREE COLLEGE, SAMA BADABER
HASSAN KHEL SUB DIVISION,
PESHAWAR**

PREFACE

These Bid Solicitation documents have been prepared for use by the Govt Degree College, Sama Badaber HSD, Peshawar, Khyber Pakhtunkhwa for the procurement of **Computers & Allied facilities and Lab Equipment & Chemicals** through National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

In order to simplify the preparation of the Bid Solicitation documents for each procurement, the said Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement.

Provisions that are intended to be used unchanged are in Part-One, which includes Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part Two has five sections. Any amendment or variation in the Instructions to Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) & Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation for Bid (IFB), Bid Data Sheet (BDS) & Special Conditions of Contract (SCC). Part Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part Two: Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Part Two: Section-IV also contains standardized Sample Forms and Schedules to be submitted by the bidder; and Part-Two: Section V contains in the end, exceptions to the list of eligible countries for the procurement activity under consideration.

Each section is prepared with notes [*in italics*] intended only as information for the Purchaser or the person drafting the bidding documents. They shall not be included in the final documents.

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Part-One

FIXED CONDITIONS OF CONTRACT

1. Instructions to Bidders (ITB)

2. General Conditions of Contract (GCC)

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.

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Instructions to Bidders (ITB)

1. Scope of Bid

- 1.1 Govt. Degree College Sama Badaber HSD, Peshawar invites sealed bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirement of Govt. Degree Collage Sama Badaber HSD, Peshawar with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.
- 1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

2. Source of Funds

- 2.1 The client as mentioned in the **Bid Data Sheet (BDS)**

3. Eligible Bidders

- 3.1 This Invitation for Bids (IFB) is open to all eligible manufacturers, importers & authorized dealers in Pakistan for supply of Goods as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part-Two: Section-III of these Bid Solicitation documents.
- 3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.
- 3.3 The Importer must possess valid authorization from the Principal Manufacturer. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section IV of these Bid Solicitation documents to the effect that they are the Manufacturer of the required specifications of Goods.
- 3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are not eligible.
- 3.5 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bid Solicitation documents; or
- (b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Bid Solicitation documents. However, this does not limit the participation of subcontractors in more than one bid.

3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4. Corruption and Fraud.

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as —the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty||

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term —Goods|| includes any goods that are the subject of this Invitation for Bids and (b) the term —Services|| includes related ancillary services such as transportation, installation, insurance, port releases, after sale service etc.

6. Cost of Bidding.

6.1 The Bidding Documents will be available from the date of publishing of the IFB and will be available up-to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the goods mentioned in the Schedule of Requirements provided he fulfills the requirements.

The Bidding Procedure

8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014

9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 06 Para (2) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:

Single Stage, Two Envelope Procedure (Rule 2(b) KPPRA 2014)

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical **Proposal and the Financial Proposal**;
- ii. The envelopes shall be marked as **-TECHNICAL PROPOSAL** and **-FINANCIAL PROPOSAL** in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked **"TECHNICAL PROPOSAL"** shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv. The envelope marked as **"FINANCIAL PROPOSAL"** shall be retained in the custody of Procuring Entity without being opened;

- v. The Procuring Entity shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii. After the evaluation and approval of the technical proposal the Procuring Entity shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and the bid found to be the best evaluated having lowest price shall be accepted.

The Bidding Documents

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet (BDS)
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Evaluation Criteria
- f) Schedule of Requirements
- g) Technical Specifications/Sample Size & Ancillary Services
- h) Sample Forms & Schedules

10.2 The —Invitation for Bids (IFB)|| is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Entity in writing at the Procuring Entity's address indicated in the **Bid Data Sheet (BDS)**. The Procuring Entity shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the bidders and

goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the **Bid Data Sheet (BDS)**, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods; it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price which must include all the taxes, levies, duties, prescribed price and any other price as mentioned in the **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Entity.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional or alternate offer shall also be considered as non-responsive Bid.

15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

16.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet**.

17. Documentation on Eligibility of Bidders.

17.1 Bidder shall furnish, as part of its bid, the Bid Form provided in Part-Two: Section IV of the Bid Solicitation documents as specified in the **Bid Data Sheet (BDS)**, establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

17.2 Technical Bid Proformas provided in Part-Two: Section IV of the Bid Solicitation documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS)**.

17.3 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 of these Bid Solicitation documents above.

18. Documentation on Eligibility of Goods.

18.1 The Bidder shall furnish, as part of its bid the Bid Form provided as in Part-Two: Section IV of these Bid Solicitation documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

19. Bid Security.

19.1 The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value as mentioned in the Bid **Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

19.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the Performance Security/Guarantee.

20.3 The bid Security may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity;

or

(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

20. Bid Validity.

20.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Entity. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Entity as non-responsive.

20.2 The Procuring Entity shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

20.3 Bidders who:

- (a) Agreed to the Procuring Entity's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

21. Format and Signing of Bids.

21.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

21.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring Entity well before the date of submission of bid.

21.3 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid form.

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

21.5 Any tampering, illegitimate inclusion or exclusion in any part of the Bid Solicitation documents shall lead to disqualification of the bidder.

Submission of Bids

22. Sealing and Marking of Bids.

22.1 The envelopes shall be marked as —TECHNICAL PROPOSAL|| and —FINANCIAL PROPOSAL|| in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in separate envelopes. The said two envelopes shall then be sealed in an outer envelope.

22.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring Entity at the address given in the Invitation for Bids; and
- (b) Bid Reference No. Indicated in the Bid Data Sheet, and a statement: —DO NOT OPEN BEFORE,|| the time and the date specified in the **Bid Data Sheet(BDS)** for opening of Bids.

22.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as —**non-responsive**|| or —**late**||.

22.4 If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 23.1 to 23.3 above the Procuring Entity shall assume no responsibility for the bid's misplacement or premature opening.

23. Deadline for Submission of Bids

23.1 Bids must be submitted by the Bidder and received by the Procuring Entity at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

23.2 The Procuring Entity may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

25. Withdrawal of Bids

25.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids.

25.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

Opening and Evaluation of Bids

26. Opening of Bids by the Procuring Entity.

26.1 All bids received, shall be opened by the Procuring Entity publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.

26.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in ITB Clause 9 above.

26.3 All Bidders in attendance shall sign an attendance sheet.

26.4 The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 specifically Rule 37.

26.5 The Procuring Entity shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

26.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder

26.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of

the Purchase/ Procurement Committee shall record a statement giving reasons for return of such bid(s).

27. Clarification of Bids.

27.1 During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

28. Preliminary Examination.

28.1 The Procuring Entity shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

28.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- (b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail.

28.3 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

28.4 Prior to the detailed evaluation, the Procuring Entity shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes, stip code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

28.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

29. Evaluation of Bids.

29.1 The Procuring Entity shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

29.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Bid Solicitation documents (SBDs).

29.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

29.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

30. Qualification of Bidder

30.1 The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

30.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

30.3 The Procuring Entity shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

30.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Entity deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Entity may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.

30.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30.6 The Procuring Entity shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification, as Bidder was false and materially inaccurate or incomplete.

31. Announcement of Evaluation Report

31.1 The Purchaser may announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

32. Rejection of Bids

32.1 The Procuring Entity may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Entity shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

32.2 The Procuring Entity incurs no liability, solely by virtue of its invoking ITB Clause 32.1 above towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

33.1 If the procurement entity has rejected all bids under Rule 47, it may call for a re-bidding. Khyber Pakhtunkhwa Public Procurement of goods works & services rules 2014 (Rule-48).

33.2 The Procuring Entity before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

34. Contacting the Procuring Entity.

34.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time of

announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.

34.2 Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

35. Acceptance of Bid and Award Criteria.

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Bid Solicitation documents and having the lowest evaluated responsive bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

36. Procuring Entity's Right to vary quantities at the time of Award.

The Procuring Entity reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

37. Notification of Award.

- I. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of section 31 of the act in these rules.
- II. The notification of award shall constitute the formation of the Contract between the Procuring Entity and the successful Bidder.
- III. The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014

38. Limitation on Negotiations.

- I. Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

II. Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- Minor alterations to technical details, such as the scope of work, the specification or drawings;
- Minor amendments to the Special Conditions of Contract;
- Finalization of payment schedule and ancillary details;
- Mobilization arrangements;
- Agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Entity;
- The proposed methodology or staffing;
- Inputs required from the Procuring Entity;
- Clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

39. Negotiations shall not be used to:

- Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- Substantially alter the terms and conditions of Contract;
- Reduce unit rates or reimbursable costs;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals
- Alter the submitted financial bid.

40. Signing of Contract.

- I. After the completion of the Contract Negotiations the Purchaser shall send the Bidder the Contract Agreement Form provided in Part-Two: Section IV of these Bid Solicitation documents, incorporating all agreements between the Parties.
- II. Within ONE week of receipt of the Contract Agreement Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.
- III. Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Purchaser accepting a bid may file an application for review.

- IV. If the successful Bidder, after completion of all code formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or call for new bids.
- V. The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.

41. Performance Guarantee.

- I. On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (10% of the total items' quoted price) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the Bid Data Sheet (BDS), on the Form and in the mannered prescribed by the Procuring Entity in Part-Two: Section-IV of these Bid Solicitation documents.
- II. The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.
- III. Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Entity may award the contract to the next lowest evaluated bidder or call for new bid.

PART-ONE

GENERAL CONDITIONS OF CONTRACT (GCC)

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General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. —The Contract|| means the agreement entered into between the Purchaser and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. —The Contract Price|| means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
- c. —The Goods|| means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
- d. —The Services|| means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the FSA, Khyber Pakhtunkhwa, transportation of goods up-to the desired destinations, installation and other such obligations of the Supplier covered under the Contract.
- e. —GCC|| means the General Conditions of Contract contained in this section.
- f. —SCC|| means Special Conditions of the Contract.
- g. —The Purchaser|| means the Client as mentioned in the **SCC**.
- h. —The Supplier|| means the individual or firm supplying the goods under this Contract.
- i. —Day|| means calendar day.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract

3. Source of Import

- 3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.

- 3.2 For purposes of this clause, —origin|| means the place where the goods are produced, or the place from which the related services are

supplied. Goods are produced when, through manufacturing or processing.

4. Standards

- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4.3 If the Supplier provide substandard item and fails to provide the fresh supply, the payment of risk purchase the price difference shall be paid by the Supplier.
- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser's premises, burning, dumping, or incineration.

5. Use of Contract Documents and Information.

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so, required by the Purchaser.

- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.

6. Patent Rights

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

7. Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

- a. A Bank Guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- b. A cashier's or certified check.

- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in **SCC**.

8. Submission of Samples

- 8.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

9. Ensuring storage arrangements

9.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

10. Inspections and Tests

10.1 The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the **SCC** to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

10.2 All costs associated with testing shall be borne by the Supplier.

10.3 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.

- a. Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract

11. Packing

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

11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall

be expressly provided for in the Contract, Drug Act 1976, including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by the Purchaser.

12. Delivery and Documents

- 12.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
- 12.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 12.3 The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered.

13. Insurance

- 13.1 The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

14. Transportation

- 14.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- 14.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

15. Incidental Services

- 15.1 The Supplier shall be required to provide the incidental services as specified in the **SCC** and the cost of which is included in the total bid price.

16. Spare Parts

- 16.1 As specified in **SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a. Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - b. In the event of termination of production of the spare parts:
 - c. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - d. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

17. Warranty

- 17.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
- 17.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

18. Payment

- 18.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed in SCC and annexed to this contract.
- 18.2 The currency of payment shall be Pakistan Rupee.

19. Prices

- 19.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

20. Change Orders

20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, make changes within the general scope of the Contract in any one or more of the following:

- a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b. The method of shipment or packing;
- c. The place of delivery; and/or
- d. The Services to be provided by the Supplier.

20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

21. Contract Amendments

21.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

22. Assignment

22.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

23. Subcontracts

23.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

24. Delays in the Supplier's Performance

24.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements.

- 24.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

25. Liquidated Damages& Penalties

- 25.1 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the **SCC**, unless the parties to this contract mutually agree for extension of time.
- a. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in **SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.
- 25.2 Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.

26. Termination for Default

- 26.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a. if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or

- b. If the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

The offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.||

27. Force Majeure

27.1 Notwithstanding the provisions of GCC Clauses 24, 25 & 26, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

- a. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
- b. Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its

obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event

28. Termination for Insolvency

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

29. Termination for Convenience

29.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

29.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. To have any portion completed and delivered at the Contract terms and prices; and/or
- b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

30. Arbitration and Resolution of Disputes

30.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

30.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

- 30.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the **SCC**.

31. Governing Language

- 31.1 The Contract shall be written in English language. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

32. Applicable Law

- 32.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

33. Notices

- 33.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in **SCC**.
- 33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34. Taxes, Duties & Levies

- 34.1 All taxation, duties and levies etc., whether International, Federal, Provincial or Local, shall be borne by the Supplier.

PART-TWO
VARIABLE CONDITIONS OF CONTRACT

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INVITATION FOR BIDS

Govt. Degree College, Sama Badaber, HSD, Peshawar invites sealed bids under National Competitive Bidding for the procurement of **Computers & Allied facilities and Lab Equipment & Chemicals** under rule 6 (2) (b) —**Single Stage Two Envelope** procedure of KP-PPRA Rules 2014, from Manufacturers or their Authorized Dealers or Importers registered with the Income / Sales tax, reflected on Active Taxpayer List (ATL) of FBR.

Bid Solicitation Documents containing detailed descriptions including evaluation criteria and other terms & conditions, can be obtained from the office of undersigned on working days. (Also available on EPADS)

S.No	Description/Detail	Amount PKR
1.	Package#01 Computers & Allied facilities	04 Million
2.	Package#02 Lab Equipments & Chemicals (Physics, Chemistry , Zoology & Botany)	03 Million
Total Amount		07 Million

The bidders are required to submit bid security @ 2% (in original) of the quoted value in the form of Call Deposit Receipt (CDR) / Demand Draft (DD) on FOR basis in the name of —Principal Govt. Degree College, Sama Badaber, HSD Peshawar. An affidavit is mandatory in the technical bid (without indicating the figure) that bid security is placed in the financial bid.

Each envelope shall contain separately Technical and Financial bid clearly marked in bold & legible letters. The firms shall provide their complete information along with its postal as well as valid email address and phone number/s on each of the respective envelope.

The tenders complete in all respect should reach to the undersigned by 10:30 AM on **20-10-2026 (Tuesday)**. Only Technical Bids shall be opened at 11:00 AM on the same day in meeting room of the **Govt. College Peshawar** (Faqeer Abad Shahi Bagh) in the presence of the procurement committee and the bidders / representatives, who may choose to attend.

Successful bidders shall be required to submit performance guarantee of 10% of the bid amount for the FY 2026-27 in addition to bid security from a scheduled bank in the name of the undersigned.

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

Principal

**GDC, Sama Badaber
Hassan Khel Sub division
Peshawar**

Mob: 0332-9277557

Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number	Govt. Degree College, sama Badaber HSD,Peshawar, Tender/Office Equips/2026-27
ITB Clause 2.1	Name of Client & source of funds	Govt. Degree College, sama Badaber HSD,Peshawar
ITB Clause 3.1	Name of Goods	1: Computers & Allied facilities 2: Lab equipment & Chemicals For Labs
ITB Clause 3.2	Qualification requirements for eligible bidders	Manufacturer /Authorized Dealer/Sole Distributor
ITB Clause 6.1	Commencement date of provision of Bidding Document	As per IFB
ITB Clause 6.1	Closing date of issuance of Bid documents	As per IFB
ITB Clause 7	Bidding for Selective Items / Lots	Yes
ITB Clause 9.1	Bidding procedure	Single Stage–Two Envelopes bidding procedure as per Rule 06 (2b) of KPPRA Rules 2014
ITB Clause 9.2	Method of determining Lowest evaluated Bidder	Best Evaluated Bid under Section 2 (1)(c)(i) of KPPRA Act 2012
ITB Clause 11.1	Clarification(s) on Bidding Documents	Govt. Degree College Sama Badaber HSD, Peshawar
ITB Clause 12	Pre-Bid meeting date, time and venue	NA
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	Quotation shall be submitted for each interested items a per the list of items.
ITB Clause 15.4	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
ITB Clause 16	Currency of Bid	PKR
ITB Clause 18	Name of the Bid Form (Primary documents)	BID COVER SHEET BID FORM 1: Letter of Intention BID FORM 2: Affidavit BID FORM 3(A): Eligibility of the

		Bidders & Goods BID FORM 3(B): Manufacturer's Authorization BID FORM 4: Firm's Past Performance BID FORM 5: Price Schedule BID FORM 6: Performance Guarantee
ITB Clause 20	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the bid price in the name of Govt Degree College, Sama Badaber HSD, Peshawar
ITB Clause 21	Bid validity period	90 days
ITB Clause 24	Last date and time for the receipt of bidding document	
ITB Clause 27	Date, time and venue of opening of technical bids	Govt. College Peshawar (Faqeer abad Shahi bagh)
ITB Clause 40.5	Duration of Contract	Max. 90 days from the date of issuance of PO
ITB Clause 41.1	Performance Guaranty / Performance Security	The Performance Security shall be 10% of the total contract price quoted or as desired by the Authority at the time of LOA and it shall be submitted in the name of Govt Degree College Sama Badaber HSD, Peshawar.

PART TWO

Section I: Procurement Specific Provisions

Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (c)—The Goods are: **Computers and Allied Facilities.**

GCC 1.1 (g)—The Purchaser is: Govt. Degree College, Sama Badaber, HSD,
Peshawar

GCC 1.1 (h)—The Supplier is: _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in **Part Two: Section V** of the Bid Solicitation documents, —Eligibility for the Provisions of Goods, Works, and Services.||

3. Standards (GCC Clause 4)

GCC 4.1—The quoted product, at the time of delivery, shall conform to the standards as prescribed in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

4. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent of the Contract Price**

[The following provision shall be used in the case of Goods having warranty obligations.]

GCC 7.4—After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

5. Inspections and Tests (GCC Clause 10)

GCC 10.3—Inspection and tests of goods and drugs /shipment of Goods and at final acceptance is as follows: **Final Acceptance by the Committee notified**

6. Packing (GCC Clause 11)

Applicable as required by the Purchaser

7. Delivery and Documents (GCC Clause 12)

GCC Clause 12.1—Delivery of the intended items in the O/O Govt. Degree College, Sama Badaber HSD, Peshawar located in the Khyber Pakhtunkhwa province and it shall be **15 Days**

GCC 12.2—In case of Import or as required otherwise, upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Manufacturers or Supplier's warranty certificate;
- (vi) Certificate of origin.

GCC 12.2—Applicable Delivery Mode: **Delivered Duty Paid (DDP) of Incoterms 2017**

8. Spare Parts (GCC Clause 16)

After sale service with spare parts shall be 12 months or as per international standard from the Manufacturer (if applicable.)

10. Warranty (GCC Clause 17)

GCC 17.2—**Warranty as per standard.** The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10,

or

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.07% per day** or **0.5%** per week upto a maximum of **10%** of the total Contract price.

11. Payment (GCC Clause 18)

GCC 18.1- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in **Pak. Rupees** through **crossed cheque/Online** in the following manner:

100 percent of the Contract Price of the Goods shall be paid to supplier within **thirty (30) days** after delivery & inspection by the Inspection Committee of intended goods at destination or, in case of any import, through irrevocable confirmed letter of credit opened in favor of the Supplier for supplying in Client's country, upon submission of documents specified in GCC Clause 12.

100% payment shall be made as a one-time payment after the delivery, installation, inspection and Acceptance Certificate issued by the Client.

In case of an import, payment of local currency portion shall be made in Pak Rupees within **thirty (30) days** of presentation of claims supported

by a **Certificate from the Purchaser** declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

12. Liquidated Damages (GCC Clause 25)

GCC 25.1—Applicable rate: **0.5% per week** or **0.07% per day of the total Contract price**

Maximum deduction: **≤ 10% of the total contract amount.**

13. Disputes Resolution (GCC Clause 31)

GCC 31.3- The dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

14. Governing Language (GCC Clause 31)

GCC 31.1—The Governing Language shall be: **English**

15. Applicable Law (GCC Clause 32)

GCC 32.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:

- Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014
- The Arbitration Act 1940
- The Contract Act 1876
- The Employment of Children (ECA) Act 1991
- The Bonded Labor System (Abolition) Act of 1992
- The Factories Act 1934

16. Notices (GCC Clause 33)

GCC 33.1—Purchaser's address for notice purposes:

Govt. Degree College, Sama Badaber HSD, Peshawar

Telephone(s): 0332-92775576 0308-5688764

Email: **haleem91@gmail.com**

Supplier's address for notice purposes: _____

17. Duties, Taxes & Levies (GCC clause 34)

The Unit price quoted by the bidder shall be: **inclusive** of all duties, taxes & levies.

SECTION-II
EVALUATION CRITERIA

Evaluation Criteria

Detailed technical evaluation for firms will be done who qualify the basic eligibility criteria.

	Weightage
Technical Evaluation	70%
Financial Evaluation	30%

Financial bids of firms who score at least 60 % on the technical evaluation (as a whole) will be opened before the representatives who wish to attend the tender opening. 70% weightage will be given to technical proposal and 30 % weightage will be given to financial proposals of responding firms. The formula for financial scoring is that the lowest bidder gets 30 points. The price quoted by the lowest bidder will be treated as baseline and financial score of other firms will be find out as:

$$financial\ score = \frac{\text{price of the lowest quoted firm (Baseline)}}{\text{price quoted by the firm}} \times 30$$

Technical scoring out of 100 = A

Carried Forward & Prorated Technical scoring = A x 0.7

Points obtained in the detailed technical evaluation will be carried forward & prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (**Technical Score + Financial Score**).

Category	Description	Status	Score
Legal Parameters	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory	Mandatory
	Valid Income Tax Registration	Mandatory	Mandatory
	Valid General Sales Tax Registration: Status = At Active Tax Payer List (ATL) with FBR	Mandatory	Mandatory
Evaluation Matrix	Compliance & Conformance to the Statement of Requirement/ technical specifications/ to be procured Equal weight age will be given to each individual item as per requirement.	Weight age based	<u>30</u>

	Proven/sound track record in provision of similar supplies (Number of years along with copies of work orders from Procuring Entities) Satisfactory report/ supply completion certificates of the projects already completed must be provided.	--	Up to 1 years: 10 marks Up to 02 years: 20 marks 3 or more than 3 years: 30 marks, 2.5 marks each for the already completed project in government organization and one each in private organization (maximum 10 marks) <u>40</u>
	Bank statement financial position for the last 3 years including bank statement and audit reports by an external auditor.	--	10 marks for 1 year 10 marks for 2 years 10 marks for 3 years. <u>30</u>
	TOTAL SCORE		<u>100</u>

**GOVT. DEGREE COLLEGE SAMA BADABER HSD, PESHAWAR KHYBER
PAKHTUNKHWA**

FINANCIAL BID

Name of the firm: _____

Address: _____

Contact No. _____

S.No	Item Name	Specifications	Qty	Per Unit Price (Including Taxes)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Name & Designation

Authorized Signature & Stamp

SECTION-III

1. Schedule of Requirements **(SOR)**

- **Supply Schedule**

2. Technical Specifications & Ancillary Services

Section III. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a Rate Form is provided in Part-II: Section-III. In addition, the Schedule of Requirements, together with the Bid Form-V: Price Schedule (which shall be submitted to the Procuring Entity by the selected Bidder), should serve as a basis in the event of quantity variation at the time of supply/delivery of contract pursuant to ITB Clause 37.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit etc.).

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Director, Higher Education as per following schedule of requirements:

Schedule of Requirements

The supplies and related services shall be delivered in accordance with the subsequent Purchase Order(s), being an integral part of Contract, to be issued by Govt. Degree College Sama Badaber HSD, Peshawar to the successful bidders along with Contract as per following schedule of requirements: -

Requirements:**Package #01****COMPUTERS AND ALLIED FACILITIES**

S. No	Item Name	Specification	Quantity
1	Computer System (Branded)	Hardware Desktop with Monitor Specifications Processor family Intel® Core™ i7 14th generation processor Processor Intel® Core™ i7-14700 (up to 5.4 GHz with Intel® Turbo Boost Technology, 33 MB L3 cache, 20 cores, 28 threads) 2 3 Chipset Intel® H670; Intel® H770 4; Intel Q670 Graphics Integrated, Intel® UHD Graphics 770 Memory 8 GB DDR5-5600 MT/s (1 x 8 GB) Memory Slots 2 DIMM Internal Storage 512 GB PCIe® NVMe™ M.2 SSD Network interface Integrated Realtek RTL8111HSH-CG GbE Keyboard HP 125 Wired Keyboard Audio Realtek ALC3867 codec, universal audio jack with CTIA headset support, audio line-out rear ports (3.5 mm), multi-streaming capable Pointing device HP 125 Wired Mouse Ports 2 or more USB Type-A and Type-C , headphone/microphone, HDMI, DisplayPort™, RJ-45. Power 260 W internal power supply, Monitor 21 Inch, color monitor. Wide Screen, (FHD, QHD, 4K) Manufacturer Warranty 1 Year or more	Qty will be decided later
2	Laptop	Hardware Laptop Specifications Processor options Intel® Core™ i5-1335U (up to 4.6 GHz with Intel®	Qty will be decided later

		Turbo Boost Technology, 12 MB L3 cache(smart), 10 cores, 12 threads) or better generation. Chipset Intel® Z790 Chipset or Intel® Integrated SoC or higher Memory, standard RAM: 16 GB DDR4-3200 MHz RAM (2 x 8 GB) Or better Graphics (integrated) Intel® Iris® Xe Graphics Storage 512 GB SSD Display 15.6” HD LED Display (250 nits) Flicker-free 16:9 Aspect Ratio Connectivity WiFi, Bluetooth Integrated, External ports (2) USB 3.2 Gen 1.0 Type-A ports; SuperSpeed 5 Gbps signaling rate (1) USB 3.2 Gen 1.0 Type-C port; SuperSpeed 5 Gbps signaling rate (data transfer only; charging or external monitors not supported) (1) HDMI v1.4b port (1) Headphone/microphone combo port (1) AC Smart pin adapter plug Power supply type options As per Pakistan Requirements Battery type 3-cell Li-ion Polymer Battery: 41 Wh or better Webcam True Vision 720p HD Camera with temporal noise reduction and integrated dual array-digital microphones Or better Operating System Windows 11	
3	Multi-Function Printer	Printer (Laser) Functions Print, copy, scan Minimum Print speed black (ISO, A4) Normal: Up to 40 ppm or higher Duty cycle (monthly, A4) Up to 20,000 pages or higher First page out (ready) Black: Maximum 9 seconds or less Print quality black (best) Black: Up to 1,200 x 1,200 dpi	01

		Display LED display with touch menu, minimum 2 inch screen Processor speed 600 MHz Memory 128 MB or more Connectivity WiFi Direct, Wire Media sizes supported A4; A5; A6; B5 (JIS); Oficio (216 x 340 mm); 16K (195 x 270 mm); 16K (184 x 260 mm); 16K (197 x 273 mm); Custom Size; 4 x 6 in; 5 x 8 in; Statement; Paper handling input, standard 150-sheet input tray or more Duplex printing Automatic Flatbed Scan file format Windows Scan SW supports file format: PDF, JPG, TIFF, PNG, BMP Scan resolution, optical Up to 600 × 600 dpi or higher Copy speed (normal) Black: Up to 20 cpm Copy resolution (black text) Up to 600 x 600 dpi or higher Warranty 1 year or more	
4	Multimedia (Projector)	Multimedia Projection system: 0.65" WXGA Native Resolution: 1280x800 or higher DC type: DC3 Brightness: 4800 ANSI lumens or higher Contrast Ratio with SuperEco mode: 22000:1 Display Color: 1.07 Billion Colors Light Source: Lamp or better technology Light source life (Nor/SuperEco): 5000/15000 or higher Lamp Watt: 200W or lower with no compromise on quality Lens: F=2.56-2.68, f=22-24.1 mm Projection Offset: 100%+/-5% Throw Ratio: 1.55~1.70 Image size: 30" - 300" Throw Distance: 1m-10.98m(100" @3.34m) or larger Keystone: ±40° (Vertical) Optical Zoom: 1.1x Audible Noise (Eco): 27dB or less Resolution Support: VGA(640 x 480) to FullHD(1920 x 1080)	01

		HDTV Compatibility: 480i, 480p, 576i, 576p, 720p, 1080i, 1080p Video Compatibility: NTSC, PAL, SECAM Horizontal Frequency: 15K~102KHz Vertical Scan Rate: 23~120Hz Input Computer in (share with component), Composite, Audio-in (3.5mm, hdmi) Control RS232: 1 USB type mini B (Services): 1 Others Power Supply Voltage: 100-240V+/- 10%, 50/60Hz AC Power Consumption: Normal: 260W Standby: < /> Operating Temperature: 0~40°C Standard Accessory Power Cord: 1 VGA cable: 1 Remote Control: 1 QSG & CD: QSG: 1 / CD: NA	
5	Monitor LED (Branded)	21 Inch, color monitor. Wide Screen, (FHD, QHD, 4K) Manufacturer Warranty 1 Year or more	
6	Network Router	Min 30 Computer Connectivity support, 100 meter or high	
7	External Hard desk	500GB, 1 TB. Warranty: 01 yr	
8	USB Flash Drive	SanDisk, Kingston, HP, 2TB, 256GB, 128 GB,	

2.1: LISTS OF LABORATORY APPARATUS PHYSICS

S. No	Description/Items	Quantity
1.	12 volts Battery	05
2.	36-Watt 12 volts Car bulb	10
3.	AC ammeter	03
4.	AC power Supply	05
5.	AC Voltmeter	10
6.	Ball bearings	50
7.	Battery 12 Volt	10
8.	Bobs of Different Mass	10
9.	Capacitors of different Capicitance	10
10.	Capicitor 3300 microfarad	10
11.	Cell	20
12.	Chalk	40
13.	Concave lense	10
14.	Connecting Wires	30
15.	Convex lense	10
16.	DC microammeter	10
17.	DC milli ammeter	10
18.	DC Voltmeter	10
19.	Digital Balance	02
20.	Drawing Pins	5(Packets)
21.	Drop Plate	10
22.	Dry Cell	10
23.	Electric Lamp with Holder	05
24.	Electric lamp with holder	05
25.	Fractional Resistance Boxes	10
26.	Free fall apparatus with Electromagnets with digital Timer	10
27.	Galvanometer	10
28.	Glass Beaker	20
29.	Glass Plate	20
30.	Glycerine	05 Litter
31.	Gravesends Apparatus	10
32.	Helical Spring	10
33.	Helical spring	10
34.	Inductor	10
35.	Iron Stand	20
36.	Jockey	10
37.	Melde's Apparatus	05
38.	Meter rod	10
39.	Multi Range Power Supply	05
40.	One way key	10
41.	Photocell	05
42.	Plane mirror strip	20
43.	Plumb line	10
44.	Potentiometer	05
45.	Protector	10
46.	Resistance box	20
47.	Resistance of 22 kohm	10
48.	Rheostate (Different Sizes)	10
49.	Sand paper	12
50.	Scale Graduated in Cm on plane mirror strip fixed to a stand	20

51.	Screw Gauge	10
52.	Semiconductor Diode	05
53.	Set Squares	10
54.	Slide on wooden board having meter scale	05
55.	Slide wires Bridge	10
56.	Slotted weight with hanger and pointer	10
57.	Solid cylinder	10
58.	Spherometer	10
59.	Spirit Lamp	05
60.	Split Cork	10
61.	Spring Balance	10
62.	Stand with Scale and Glass tube	05
63.	Steel ball with Different Diameter	20
64.	Step down Transformer (220-12) volt	05
65.	Stopwatch (Digital + Analogue)	10 + 02
66.	String	05
67.	Thermistors	05
68.	Thermometer	20
69.	Thread	10
70.	Two-way Key	10
71.	Vernier Calliper	10
72.	Wedge	10
73.	Weight box	05
74.	Weights (Different Grams)	50
75.	Wire	20

2.2:LIST OF LABORATORY APPARATUS ZOOLOGY

S. NO	Description/Items	Model/Make	Quantity
1.	Compound Microscope 1000X	Kantex microscope(1) & Standard compound light (2)	1
2.	Dissection Board (wooden)	Wooden board	01
3.	Antiserum A, B and D	DiaGast and Atlas Medical	3
4.	Transparent glass slides with cover slips		3 boxes
5.	Cotton balls		3 packs
6.	Weight box		1
7.	Surgical gloves		2 packs
8.	surgical Scissors		4
9.	surgical forceps		4
10.	BP set manual		1
SLIDES			
11.	Amoeba	Pak/China	1
12.	Euglena	Pak/China	1
13.	Paramecium	Pak/China	1
14.	Chlamydomonas	Pak/China	1
15.	Plasmodium	Pak/China	1
16.	Obelia Colony	Pak/China	1
17.	Volvox	Pak/China	1

18.	E. coli	Pak/China	1
19.	Check Embryo Development	Pak/China	1
20.	Smooth Muscles	Pak/China	1
21.	Cardiac muscles	Pak/China	1
22.	Skeletal Muscles	Pak/China	1
23.	Mitosis (Full set)	Pak/China	1
24.	Meiosis (Full set)	Pak/China	1
25.	Plasmodium	Pak/ China	1
26.	Hepatic cells	Pak/ China	1
27.	Glass slides for nephron	Pak/china	1
28.	Human lungs and alveolus tissue slides	Pak/China	1
29.	Glass slides for siminiferous tubules of Human	Pak/china	1
MODELS (UNBREAKABLE PLASTIC EMBEDDED)			
30.	Human Skeleton with wooden-cum-glass	Pak/China	1
31.	Human Skeleton	Pak/China	1
32.	Frog Skeleton	Pak/China	1
33.	Heart	Pak/China	1
34.	Brain	Pak/China	1
35.	Bat	Pak/China	1
36.	Crow	Pak/China	1
37.	Duck	Pak/China	1
38.	Hawk	Pak/China	1
39.	Hedge hog	Pak/China	1
40.	Lizard	Pak/China	1
41.	Ostrich	Pak/China	1
42.	Owl	Pak/China	1
43.	Parrot	Pak/China	1
44.	Porcopine	Pak/China	1
45.	Snake (Cobra)	Pak/China	1
46.	Spiny Anteater	Pak/China	1
PRESERVED IN JAR SPECIMENS			
47.	Euplectella	Articulated on stand, life size	1
48.	Spongilla	Disarticulated, Pak	1
49.	Hydra	Pak	1
50.	Jelly fish	Pak	1
51.	Obellia		1
52.	Sea anemone		1
53.	Planaria		1
54.	Liver fluke	Pak	1
55.	Tap worm	Pak	1
56.	Ascaries	Pak	1
57.	Leech	Pak	1
58.	Earth worm	Pak	1
59.	Neries	Pak	1
60.	Sea mussel	Pak	1
61.	Snail	Pak	1
62.	Cuttle fish	Pak	1
63.	Octopus		1
64.	Squid		1
65.	Lobster		1
66.	Shrimp		1

67.	Crab		1
68.	Scorpion		1
69.	Spider		1
70.	Grasshopper		1
71.	Cockroach		1
72.	Star fish		1
73.	Brittle Star		1
74.	Sea cucumber		
75.	Hag fish		1
76.	Lamprey		1
77.	Shark		1
78.	Skate		1
79.	Eel		1
80.	Ray Fish		1
81.	Sea Horse		1
82.	Frog		1
83.	Toad		1
84.	Salamander		1
85.	Wall lizard		1
86.	Tortoise	Pak/China	1
87.	Turtle	Pak/China	1
88.	DNA Model	China	2

2.3:LIST OF LABORATORY APPARATUS BOTANY

S. NO	Description/Items	Model/Make	Quantity
1.	Magnifying glass	PAK/ China	5
2.	Spirit lamp	PAK/ China	5
3.	Disecting tray wax	PAK/ China	5
4.	Beaker 100 ml	Purex PAK/ China	5
5.	Beaker 250 ml	PAK/ China	10
6.	Beaker 500 ml	PAK/ China	10
7.	Beaker 1000 ml	PAK/ China	10
8.	Glass tube 20 ml pipette	Glass 20 ml PAK/ China	5
9.	Test tubes	Glass PAK/ China	50
10.	Test tubes stand steel	PAK/ China	10
11.	Thermometer (centrigrade)	PAK/ China	5
12.	Wire guaze	10PK iron square wire guaze, 6×6	20
13.	Water potential apparatus	ELE-EA-540-300 USA	5
14.	Funnel	SMALL (2), Medium(3), large (5)	10
15.	Stirrers	Glass rod Large(2), medium(5), small(3)	10
16.	Petri dishes	Pyrex glass	10
17.	China Dishes		20
18.	Filter paper	PAK/ CHINA	5 PACKS
19.	Aluminium Foil	PAK/ CHINA	2 ROLL
20.	MortorPestel	PAK/ CHINA	2
21.	Glass stirring rods	PAK/ CHINA	10
22.	Magnets	PAK/ CHINA	3
23.	Pressure probe	Japan model	3
24.	Measuring cylinder glass	Small (3), Medium (3) and large (4)	10
25.	pH PAPER	PAK/ CHINA	2PACKS
26.	Dropper		5
27.	Wax		2 packs
28.	Reagent bottles	Graduated glass reagent bottles	5 bottles
29.	Hygrometer	Digital pak/china	2
30.	Conical flasks	Pyrex, 250ml,500ml	5
31.	Tripod stand	Burner beaker tripod stand	5
32.	Pipette	Graduated glass	5
33.	Micrometer		1
34.	Watch glass		3
35.	Digital balance	Ace(china)	1
36.	Potometer	Pak/china	1
Preserved jar SPECIMEN			
37.	Nostoc	Pak/Germany	1
38.	Anabena	Pak/Germany	1
39.	Oscillitoria	Pak/Germany	1
40.	Chara	Pak/Germany	1
41.	Voucheria	Pak/Germany	1
42.	Volvox	Pak/Germany	1
43.	Polysiphonia	Pak/Germany	1
44.	Ectocarpous	Pak/Germany	1
45.	Fucus	Pak/Germany	1
46.	Spirogyra	Pak/Germany	1

47.	Nitella	Pak/Germany	1
48.	Diatoms	Pak/Germany	1
49.	Riccia	Pak/Germany	1
50.	Anthoceros	Pak/Germany	1
51.	Marchantia male & Female	Pak/Germany	1
52.	Puccinia	Pak/Germany	1
53.	Mushrooms	Pak/Germany	1
54.	Adiantum	Pak/Germany	1
55.	Selaginella	Pak/Germany	1
Prepared Slides			
56.	Onion slides	Pak/Germany	1
57.	Brassica stem	Pak/Germany	1
58.	Sunflower stem	Pak/Germany	1
59.	Chlamydomonas	Pak/Germany	2
60.	Pinus male and female cone	Pak	2
61.	T.s of monocot root,stem and leaf	Pak/Germany	2+2+2
62.	T.s of dicot root,stem and leaf	Pak/Germany	2+2+2
63.	RBC and d/f WBC	Pak/Germany	Each(1)
CHEMICAL			
BDH/MERK/SIGMA ALDRICH			
64.	Ethanaol	Merk/BDH	5L
65.	Ethidium bromide	Merk/BDH	1Kg
66.	Agar	Merk/BDH	2Kg
67.	TBE buffer	Merk/BDH	1L
68.	Bromo phenol	Merk/BDH	1L
69.	Liquid detergent (colourless)	Merk/BDH	1L
70.	H ₂ SO ₄	Merk/BDH	2L
71.	Sodium carbonate	Merk/BDH	2Kg
72.	Sodium bicarbonate	Merk/BDH	2Kg
73.	Methyl Orange	Merk/BDH	50gm
74.	Chloroform	Merk/BDH	2L
75.	Potassium mercuric iodide	Merk/BDH	1kg
76.	Potassium Bismuth Iodide	Merk/BDH	1kg
77.	Safranin stain		1 bottle
78.	Formalin	Formalin solution	1 bottle
79.	Iodine	Iodine 10% solution	1 bottle
80.	Clove oil		1ltr
81.	Diphenylamine reagent	Merk	250gm
82.	Amylase enzyme	Merk	100gm
83.	Absolute alcohol	Merk	1L
84.	Copper sulphate	Solution form	1kg
85.	Acetic acid	10% glacial	1kg

2.4: LIST OF LABORATORY APPARATUS CHEMISTRY

S. No	Description/Items	Model/Make	Quantity
1.	Burette 50ml	Pak/China	10
2.	Simple Funnel	Pak/China	6
3.	Conical flask (50ml)/100ml /250ml	Pak/China	10/20/10
4.	Pipette(10ml)	Pak/China	10
5.	Beaker(100ml)	Pak/China	30
6.	Beaker(250ml)	Pyrex	20
7.	Separating funnel 500ml	Pyrex	3
8.	Spirit Lamp	Pak/China	2
9.	Volumetric flask(100ml)	Pak/China	10
10.	Volumetric flask(250ml)	Pak/China	10
11.	Volumetric flask(500ml)	Pak/China	5
12.	Volumetric flask(1000ml)	Pak/China	2
13.	Test tubes rack	Pak/China	5
14.	Specific gravity bottle(25ml)	Pyrex	1
15.	Graduated Cylinder 10ml	Pak/China	15
16.	Petridish	Pak/China	5
17.	Graduated Cylinder 100ml	Pak/China	10
18.	Reagent bottle500ml	Pak/China	10
19.	Conductivity meter	Pak/China	1
20.	Thistle funnel	Pyrex	10
21.	Platinum Wire	China	5
22.	Water Bath	Pak/China	1
23.	Capillary tube	Pak/China	5
24.	Test tubes 6 inches	Pak/China	100
25.	China dish	Pak/China	20
26.	Crucibles porcelain	Pak/China	10
27.	Tripod stand	Pak/China	10
28.	Dropper	Pak/China	5
29.	Desiccator vacuum	Pyrex	1
30.	Iron stand with clips/Hooks	Pak/China	5
31.	Glass water distillation unit capacity 4lit per hr	Pyrex	1
32.	Digital balance (analytical 0.1mg-200g)	Pak/China	1
33.	Watch glass	Pak/China	10
34.	Brushes (bottle)	Pak/China	10
35.	Copper calorimeter	Pak/China	1
36.	Cork wooden	Pak/China	10
37.	Whatman Filter paper	Pak/China	5
38.	Fusion tube	Pak/China	5
39.	Kipps apparatus(1000ml)	England	1
40.	Litmus paper	Pak/China	5
41.	Test tube holder	Pak/China	10
42.	Thermometer	Pak/China	5
43.	Wire gauze	Pak/China	10
44.	Wash bottle	Pak/China	10
45.	Spatula	Pak/China	5
46.	PH-paper packs	Pak/China	10
47.	Chromatographic jar glass	Pak/China	2
48.	Chromatographic paper small and large	Pak/China	6
49.	Chromatographic tanks plastic 8x12 with 2 brass rods	Pak/China	1
50.	Periodic table up to date large size	Pak/China	1
51.	Digital hot plate with magnetic stirrer	Pak/China	1

	2litre capacity		
52.	Round bottom flask	Pak/China	15
53.	Dropper	Pak/China	5
54.	Mortar and Pestle	Pak/China	2
55.	Glass rod	Pak/China	10
56.	Rubber tubing	Pak/China	10
57.	Delivery tube	Pak/China	10
58.	Polystyrene or polythene cups	Pak/China	2
CHEMICALS			
59.	Ammonium chloride	BDH/Merck	500gm
60.	Ammonia (liquid)	BDH/Merck	2.5litre
61.	Aluminum nitrate	BDH/Merck	500gm
62.	Ammonium carbonate	BDH/Merck	500gm
63.	Molisch reagent	BDH/Merck	1Kg
64.	Ammonium sulfate	BDH/Merck	500gm
65.	Aluminum chloride	BDH/Merck	500gm
66.	Barium chloride	BDH/Merck	500gm
67.	Benzal dehyde(liquid)	BDH/Merck	1litre
68.	Bismuth sulphate	BDH/Merck	500gm
69.	Benzene (liquid)	BDH/Merck	2.5litre
70.	Bromine water	BDH/Merck	1litre
71.	Benzoic acid	BDH/Merck	1litre
72.	Benedict solution	BDH/Merck	2.5litre
73.	Calcium carbonate	BDH/Merck	500gm
74.	Calcium chloride	BDH/Merck	500gm
75.	Iron chloride	BDH/Merck	500gm
76.	Cadmium chloride	BDH/Merck	500gm
77.	Chromium sulphate	BDH/Merck	500gm
78.	Acetone(liquid)	BDH/Merck	2.5litre
79.	Aniline(liquid)	BDH/Merck	1litre
80.	Copper chloride	BDH/Merck	500gm
81.	Copper sulphate	BDH/Merck	500gm
82.	Calcium chloride	BDH/Merck	500gm
83.	Ethanol (liquid)	BDH/Merck	5litre
84.	Ether (liquid)	BDH/Merck	2.5L
85.	Ferrous sulphate ($\text{FeSO}_4 \cdot 7\text{H}_2\text{O}$)	BDH/Merck	500gm
86.	Ferric sulphate	BDH/Merck	500gm
87.	Fehling solution A+B	BDH/Merck	5litre
88.	Glacial acetic acid	BDH/Merck	5litre
89.	Acetic acid (liquid)	BDH/Merck	2.5litre
90.	Glucose	BDH/Merck	500gm
91.	Hydrogen peroxide	BDH/Merck	2.5litre
92.	Hydrochloric acid	BDH/Merck	5litre
93.	Iron sulphide	BDH/Merck	500gm
94.	Iron sulfate	BDH/Merck	500gm
95.	n-butanol	BDH/Merck	1L
96.	phosphorus pentachloride	BDH/Merck	500gm
97.	Hydrogen sulphide	BDH/Merck	500gm
98.	Rubeanic acid	BDH/Merck	300gm
99.	Iodine solution	BDH/Merck	1litre
100.	Lead chloride	BDH/Merck	500gm
101.	Lead carbonate	BDH/Merck	500gm
102.	Lead acetate	BDH/Merck	500gm
103.	Mohr's salt	BDH/Merck	500gm
104.	Mercurous chloride	BDH/Merck	500gm

105.	Methyl alcohol	BDH/Merck	500gm
106.	Magnesium sulphate	BDH/Merck	500gm
107.	Nessler reagent (liquid)	BDH/Merck	2.5litre
108.	Nickle sulphate	BDH/Merck	500gm
109.	Nitric acid (liquid)	BDH/Merck	5litre
110.	Oxalic acid	BDH/Merck	500gm
111.	Potassium oxalate ($K_2C_2O_4$)	BDH/Merck	500gm
112.	Potassium sulfate (K_2SO_4)	BDH/Merck	500gm
113.	Nickle nitrate	BDH/Merck	500gm
114.	Ethylene dibromide	BDH/Merck	500gm
115.	Manganese dioxide	BDH/Merck	500gm
116.	Potassium nitrate	BDH/Merck	500gm
117.	Potassium chloride	BDH/Merck	500gm
118.	Potassium ferrocynide	BDH/Merck	500gm
119.	Potassium fericynide	BDH/Merck	500gm
120.	Potassium chromate	BDH/Merck	500gm
121.	Potassium dichromate	BDH/Merck	500gm
122.	Phenyl hydrazine	BDH/Merck	500gm
123.	Potassium iodide	BDH/Merck	500gm
124.	Potassium hydroxide	BDH/Merck	1Kg
125.	Potassium permanganate	BDH/Merck	500gm
126.	Potassium chloride	BDH/Merck	500gm
127.	Sodium nitrate	BDH/Merck	500gm
128.	Sodium hydroxide	BDH/Merck	2Kg
129.	Sodium carbonate ($Na_2CO_3 \cdot 10H_2O$)	BDH/Merck	500gm
130.	Sodium chloride	BDH/Merck	1Kg
131.	Cobalt (II) chloride	BDH/Merck	500gm
132.	Dimethylgloxime	BDH/Merck	500gm
133.	carbondisulfide	BDH/Merck	500gm
134.	Sodium nitride	BDH/Merck	500gm
135.	Barium carbonate	BDH/Merck	500gm
136.	Sodium metal	BDH/Merck	500gm
137.	Sodium sulphide	BDH/Merck	500gm
138.	Sodium bicarbonate	BDH/Merck	500gm
139.	Soda lime	BDH/Merck	500gm
140.	Starch	BDH/Merck	500gm
141.	Sodium thiosulphate ($Na_2S_2O_3 \cdot 5H_2O$)	BDH/Merck	500gm
142.	Strontium chloride	BDH/Merck	500gm
143.	Strontium carbonate	BDH/Merck	500gm
144.	Silver nitrate	BDH/Merck	500gm
145.	Sodium sulphate	BDH/Merck	500gm
146.	Toluene(liquid)	BDH/Merck	1L
147.	Tartaric acid	BDH/Merck	500gm
148.	Tollen's reagent	BDH/Merck	1Kg
149.	Urea	BDH/Merck	500gm
150.	Zinc sulphate	BDH/Merck	500gm
151.	Zinc metal	BDH/Merck	500gm
152.	Methyl orange, indicator	BDH/Merck	500gm
153.	Ethyl alcohol	BDH/Merck	2.5litre
154.	Potassium thiosulphate	BDH/Merck	500gm
155.	Phenolphthalein, indicator	BDH/Merck	500gm
156.	Sulfuric acid	BDH/Merck	2.5L

Annex-A Supply Schedule:

A) For Imported Goods:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	12 days ¹	15 days
With penalty @ 0.067 % per day after 15 days of Purchase Order	17 days	20 days

B) For Local Goods:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	10 days ²	15 days
With penalty @ 0.067 % per day after 15 days of Purchase Order	17 days	20 days

Note: The total delivery period includes opening of Letter of Credit (if any), transportation from manufacturer's destination to the Purchaser's Country Port, custom clearance and inland transportation from Purchaser's Port to the end destination (districts). Installation, commissioning, test-run, relevant staff training and initial maintenance are NOT included in the delivery period. However, payment to the supplier will be subject to satisfactory report by the Inspection Team.

District wise details of goods are given at Section III (List of Items).

b). Liquidated Damages / Penalty

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of

¹The validity of Purchase Order will start from its next date of issuance to the concerned Supplier.

²As above

Requirements, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.

- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any destination, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.
- vi) Extension in the delivery period (if any) will be considered by the Purchaser on case-to-case basis and strictly in accordance with Rule 35(2) of KPPRA Procurement of Goods, Works and Services Rules, 2014.

c) Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract, if applicable.

- i) **Transportation:** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- ii) **Insurance:** All insurance charges will be borne by the supplier.
- iii) **Custom Clearance:** Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.
- iv) **Installation:** Supplier will install the equipment at the designated place of work, free of charge, give test-run and if required, will impact on job training.
- v) **Test-Run / Commissioning:** Equipment will be subjected to test-run after commissioning.
- vi) **Staff Training:** Where required, on job training to be provided to working staff on the equipment to be supplied / installed.
- vii) **Initial Maintenance:** Supplier will be responsible for initial maintenance of the equipment (repair and parts), for THREE complete years starting from the date of installation/test-run.

- viii) **Availability of Spare Parts and Consumables:** Supplier will guaranty through reliable means, acceptable to Purchaser, prompt and easy availability of spare parts & consumables for the period of FIVE years (apart from initial three years as in clause **vii** above), on reasonable rates.
- ix) **After Sales Service:** Supplier will provide free after sales service from trained and qualified technical staff, free of charge for EIGHT complete years (including three years with parts as mentioned above in clause **vii**), after the date of installation / test-run.

c) Warranty

The supplier/original manufacturer will provide comprehensive warranty (on Judicial Paper) of free after sales service, maintenance, replacement of parts, and working of the equipment for **one year** from the date of installation/test-run.

d) Additional instructions (If applicable)

- i. Please clearly indicate the country of origin, wholly or parts, etc.
- ii. Indicate place/port of shipment.
- iii. Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer.
- iv. Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment.
- v. Comprehensive training of working of the equipment and normal /minor repair, trouble-shooting will be arranged by the supplier/ manufacturer, for at least two working staff, (doctor/technician) at the manufacturer's location, prior to shipment/ installation (for complex and high-tech equipment).

Annex. B

Price Schedule submitted by the Bidder.

(The approved price schedule submitted by the Bidder will be attached)

Annex. C

Purchaser's Notification of Award

(Copy of the final letter will be attached)

Annex. D

Purchase Order.

(Specimen Sample of Purchase Order)

Name of the Head.....

Name of Office.....

GOVERNMENT OF KHYBER PAKHTUNKHWA

1	Purchase Order No	
	Date	
2	Firm Name	
3	Firm's Address	
4	Firm Contact No	
5	Conditions of the Contract:	As already communicated in the Bid Solicitation documents
6	Particulars of Stores:	As per detail given below

Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR) (Inclusive of all duties, & levies)

Additional instructions (if any):

- 1.
- 2.
- 3.

Signature Authorized Staff

Annex E

Payment Schedule

(Payment to the Suppliers will be made against satisfactory performance and upon submission of required documents along with report of inspection committee formulated for the purpose. However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here)

SECTION-IV

STANDARD FORMS

BID COVER SHEET

BID FORM 1: Letter of Intention

BID FORM 2: Affidavit

BID FORM 3(A): Eligibility of the Bidders & Goods

BID FORM 3(B): Manufacturer's Authorization

BID FORM 4: Firm's Past Performance

BID FORM 5: Price Schedule

BID FORM 6: Performance Guarantee

Contract Agreement Template

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm Contractor: -----

Address:-----

E-mail: _____

Phone: _____

Facsimile: _____

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

† : All Items mentioned in the Schedule of Requirements.

† : Selected Items from the Schedule of Requirements³.

List of Selected Items: (In case the Bidder has opted to bid for Selected Items, please type the Serial No⁴. and the name of the Items selected for Bidding. Use additional Sheets if Required)

S. No.	Name of the Item

³ In case a bidder is bidding for only some of the items mentioned in the list Technical Specifications , he is advised to take note of ITB Clauses 7 & 15.6

⁴ The Serial No. of the item as mentioned in the Technical Specifications.

Signed:

Dated:

Official Stamp:

Attachment⁵: Original receipt for the purchase of the bidding documents.

†

⁵The Attachment must be made with the Bid Cover Sheet.

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: {Add name e.g., Supply of Items: Names)

To: [Name **and address of Procuring Entity**]

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. [insert **numbers& Date of individual Addendum**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

Dated this **[insert: number]** day of **[insert: month]**, **[insert: year]**.

Signed:

In the capacity of [insert: ***title or position***]

Duly authorized to sign this bid for and on behalf of [insert: ***name of Bidder***]

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Bid Solicitation documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the province regarding supplies.
- 9) The undersigned agree to give warranty with repair and parts for 03 years and after sale service without parts for 02 years. (Total services for 05 years, the firm will be bound to do so in the larger public interest in order to give maximum benefit to the masses by making the equipment/instruments operational for a maximum period of time).

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.

BID FORM 3(A)

Name of the Firm

Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Entity)	Checklist ⁶ (To be initialed by the Bidder against each document)	Relevant Page Number ⁷ in the Bid (To be filled by the Bidder)	Supporting Documents ⁸ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
Letter of Manufacturer's authorization			
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
One year experience evidence			
Child Labor Free Certificate ⁹			
Original Receipt of purchase of Bidding Documents			

BID FORM 3(B)

MANUFACTURER'S AUTHORISATION¹⁰

⁶ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

⁷ Bidders are required to mention the exact page number of relevant document placed in the Bid.

⁸ Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

⁹ Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy

To: *[Name &Address of the Procuring Entity]*

WHEREAS [name of the Manufacturer] who are established, reputable & successful in bidding process [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----

Designation: -----

Official Stamp: -----

¹⁰This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM 4

Firm's Past Performance¹¹.

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ¹² Certificate

¹¹ Bidders may use additional Sheets if required.

¹² All certificates are to be attached with this form.

BID FORM 5

Price Schedule

(To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal to the

Name of the Firm:

Bid. Ref. No:

Date of opening of Bid.

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
1						
2						
	TOTAL					

A) FINAL TOTAL PRICE: -----

B) DISCOUNT¹³:-----

C) FINAL QOUTED PRICE: -----

(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

¹³ If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 6

Performance Guarantee

To: [Name & Address of the Procuring Entity]

Whereas [Name of Supplier] (hereinafter called —the Supplier||) has undertaken, in pursuance of Contract No.[number] dated [date] to supply [description of goods] (hereinafter called —the Contract||).

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

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

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

This guarantee is valid until the _____ day of _____, 20__

Signature and Seal of the Guarantors/ Bank

Address

Date

CONTRACT AGREEMENT

THIS CONTRACT is made at _____ on _____ day of 2025, between The Principal Govt Degree College, Sama Badaber, HSD, Peshawar (hereinafter referred to as the —Purchaser||) of the First Part; and M/s (firm name) a firm registered under the laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the —Supplier||) of the Second Part (hereinafter referred to individually as —Party|| and collectively as the —Parties||).

WHEREAS the Purchaser invited bids for procurement of goods (drugs and medicines), in pursuance whereof M/s (firm name) being the Manufacturer/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and

Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. The Contract:

The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -

- a. General Conditions of Contract (**GCC**)
- b. Special Conditions of Contract (**SCC**)
- c. Schedule of Requirements. **Annex- A**
 - i) Supply Schedule
- d. Price Schedule submitted by the Bidder. **Annex- B**
- e. Purchaser's Notification of Award. **Annex- C**
- f. Purchase Order. **Annex-D**
- g. Performance Security **Annex-E**

2. Interpretation:

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as —Contract||:

3. Term of the Contract:

This contract shall remain valid for [Duration] from the date of signing, unless amended by mutual consent.

4. The Supplier declares as under:

- i. [Name of the Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Government of Khyber Pakhtunkhwa or any administrative subdivision or Entity thereof or any other entity owned or controlled by it (Government of Khyber Pakhtunkhwa) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.
- iii. [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Entity under any law, Contract or other instrument, be voidable at the option of Procuring Entity.
- v. Notwithstanding any rights and remedies exercised by Procuring Entity in this regard, [The Supplier] agrees to indemnify Procuring Entity for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Entity in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Entity.

- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

5. Items to be Supplied & Agreed Unit Cost:

- I. The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
- II. Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specifications (Annex B) prescribed by the Purchaser against each item
 - a. The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all
 - b. taxation and costs associated with transportation and other agreed incidental costs.

5. Shelf Life of Drugs:

During the time of delivery of drugs by the bidder, the shelf life for the imported drug shall not be less than **70%**, while it shall not be less than **90%** for the locally manufactured drugs.

6. Payments:

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specifications in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. Mode of Payment:

All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

8. Payment Schedule:

All payments to the Supplier shall be made in accordance with the SCC & agreed Payment Schedule at Annex: F of Part-II: Section-III of the Bid Solicitation documents, upon satisfactory completion of delivery and

fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.

9. Performance Guarantee:

- I. The Supplier, within 07 days upon the receipt of Purchase Order and upon signing the Unit Rate Contract (selected items as mentioned in the Contract in annexure) shall provide to the Purchaser a Performance Security equivalent to 10% of the total Contract amount on the prescribed format (Bank Guarantee) and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.
- II. Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.
- III. Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

10. Penalties/ Liquidated Damages.

- I. Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of delivered portion of supplies shall stand cancelled.
- II. After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of undelivered portion of supplies shall be forfeited.
- III. If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the firm shall be debarred minimum for two years for future participation.
- IV. The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- V. In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.07% per day of the cost of late delivered supply shall be imposed upon the Supplier.
- VI. The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees

- VII. The rate offered should be less than/equal to anywhere quoted in same financial year. If anywhere quoted less, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees.
- VIII. The Authority buying units/items and the manufacturers / suppliers are bound to make sure the receipt of copy of Supply Order to the DG, FSA for consolidation of total supplies along with amount in PKR issued.
- IX. Those who did not fulfill the above criteria are liable to be proceeded against and be black listed

11. Notices:

All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

Principal
Govt. Degree College Sama Badaber HSD, Peshawar
Cell: 0332-9277557

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed: For the Purchaser.

Signature: _____

Name: _____

Designation: _____

Signed/ Sealed: For the Manufacturer/Authorized Agent.

Signature: _____

Name: _____

Designation: _____

Witnesses:

Section V: Eligible Countries

SECTION-V
Eligible Countries

Country Eligibility for the Provision of Goods, Works and Services

As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

1. As a matter of law or official regulation, **the Purchaser's Country prohibits commercial relations with that Country**, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
 3. By an Act of Compliance with a **Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations**, the Purchaser's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of Purchasers and bidders, at the present time firms, goods and services from ***the following countries are excluded*** from this bidding:
- **Israel**