GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION DEPARTMENT
BLOCK A, CIVIL SECRETARIAT PESHAWAR

BID SOLICITATION DOCUMENTS

PROCUREMENT & INSTALLATION OF

"IT EQUIPMENT & ALLIED ACCESSORIES"

FOR

E&SED Khyber Pakhtunkhwa
Through

E-PADS (E-Pak Acquisition & Disposal System)

Under National Competitive Bidding (NCB)

Single-Stage Two-Envelope Procedure

Due Date: 17th November 2026 (Tuesday)

Bid Submission Time: 02:00 PM

Bid Opening Time: 02:30 PM

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

INTRODUCTION &

IMPORTANT NOTE FOR BIDDING ON EPADS

The Elementary & Secondary Education Department, Govt. of Khyber Pakhtunkhwa invites sealed bids for procurement and supply and Installation of ***"I.T Equipment & Allied Accessories"*** **THROUGH E-PADS (E-Pak Acquisition & Disposal System)** from the eligible bidders under rule 6(2) (b) **"*Single Stage Two Envelope*"** bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014 along with KP-EPADS Regulations 2025.

Registration for EPADS Portal:

Interested bidders who want to participate in the bidding shall register with EPADS to obtain their unique username and password.

Download BSDs:

Visit the EPADS portal using the link http//:kp.eprocure.gov.pk and download the Bidding Solicitation Documents (BSDs). Thoroughly study the BSDs to understand all instructions, bid data sheet, general and special terms and conditions of contract, specifications, knock-out criteria and required documentation.

Scanning the bid Documents:

i. All required documents should be neatly scanned in PDF format, and both sides of documents, if required, in case of affidavits or certificates.

ii. Bidders are advised to refrain from uploading unnecessary, redundant, or unsolicited files and documents that are not specifically required in the BSDs.

iii. The final bid pdf. file must be named as applied for ***"I.T Equipment & Allied Accessories"***

Uploading / Submission of Bid on EPADS Portal:

i. Upload the complete scanned bid file to the EPADS portal as per the system instructions. The upload must be completed before 11:00 AM (PST) on the closing date.

ii. If bidders do not upload their bids via EPADS, their bids submitted through any other means will not be accepted, and the bidder will be considered as non-responsive.

Uploading of Affidavit & Bid Security:

i. The bidder shall upload the Affidavit in the Technical bid as per the format given in these BSDs. In case of non-compliance, their bid shall be declared as non-responsive. In addition to the above, the bidder shall also upload 2% bid security of the quoted value in the financial bid only.

Submission of bid security (original) in hard form:

i. Bid Security should be 2% on the quoted value (in original) on FOR Price in the name of "Project Director ASPIRE ESED KP".

ii. In a sealed envelope, by hand to the undersigned office on or before 02:30 PM (PST) on the closing date.

iii. Label the envelope as: ***"Bid Security Applied for the Procurement and Installation of "I.T Equipment & Allied Accessories"*** submitted by ***"[name of the firm]"***

iv. If a bidder fails to submit the Bid Security in hard form, their bid will be considered non-responsive.

PROCUREMENT PROCESS AND INDICATIVE TIMELINES:

The procurement process has been structured to ensure fairness, transparency, and timeliness. It is anticipated to proceed through the following stages.

Stage	Indicative Timelines
Tender Closing/Last submission via EPADS	**17th Nov 2026 (Tuesday) 02:00 PM (PST)**
Tender Opening via EPADS	**17th Nov 2026 (Tuesday) 02:30 PM (PST)**
Bid security (PKR) on FOR Basis	**2% of quoted value**
Bid Validity	**90 days**

Preface

These Bidding Documents have been prepared for use by the Elementary & Secondary Education Department (ESED), Govt. of Khyber Pakhtunkhwa and its implementing entities in the procurement of goods through National Competitive Bidding (NCBs) in light of KP-PPRA Rules 2014.

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped into two parts based on provisions that would remain the same for every procurement and those that are specific to each procurement. Provisions which are intended to be used unchanged are in Part One, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two, which is further organized into six sections. Sections I, II, III, IV, and V, respectively, contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

This is Part One, which is fixed and contains provisions that are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the bidding documents. They shall not be included in the final documents.

TABLE OF CONTENTS - PART ONE

PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS	
Notes on the Instructions to Bidders	4
Table of Clauses	5
Instructions to Bidders	6-21
PART ONE – SECTION II. GENERAL CONDITIONS OF CONTRACT	22
Notes on the General Conditions of Contracts	23
Table of Clauses	24
General Condition of Contracts	25-34

Part One - Section I.

INSTRUCTIONS TO BIDDERS

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

Table of Clauses

Ref: No	Description	Page No.
A.	**Introduction**	**6**
1.	Source of Funds	6
2.	Eligible Bidders	6
3.	Eligible Goods and Service	7
4.	Cost of Bidding	7
B.	**The Bidding Document**	**8**
5.	Content of Bidding Documents	8
6.	Clarification of Bidding Documents	8
7.	Amendment of Bidding Documents	8
C.	**Preparation of Bids**	**8**
8.	Language of Bid	8
9.	Documents Comprising the Bid	9
10.	Bid Form	9
11.	Bid Prices	9
12.	Bid Currencies	9
13.	Documents Establishing Bidder's Eligibility and Qualification	10
14.	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	10
15.	Bid Security	11
16.	Period of Validity of bids	12
17.	Format and Signing of Bid	12
D.	**Submission of Bids**	**12**
18.	Sealing and Marking of bids	12
19.	Deadline for Submission of bids	13
20.	Late bids	13
21.	Modification and Withdrawal of Bids	13
E.	**Opening and Evaluation of Bids**	**14**
22.	Opening of Bids by the Procuring Entity	14
23.	Clarification of Bids	14
24.	Preliminary Examination	14
25.	Evaluation and Comparison of Bids	15
26.	Contacting the Procuring Entity	18
F.	**Award of Contract**	**19**
27.	Post-Qualification	19
28.	Award Criteria	19
29.	Procuring Entity's Right To Vary Quantities At Time Of Award	19
30.	Procuring Entity's Right To Accept Any Bid And To Reject Any Or All Bids	19
31.	Notification of Award	19
32.	Signing of Contract	20
33.	Performance Security	20
34.	Corrupt Or Fraudulent Practices	20
35.	Integrity Pact	21

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Source of Funds

1.1 The Procuring Entity has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.

1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.

1.3 Payment by the Fund will be made only at the request of the Procuring Entity and upon approval by the Government of Khyber Pakhtunkhwa., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring Entity shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KP-PPRA Rules, 2014 and its Bidding Documents except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity 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 this Invitation for Bids.

2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent Entity of the Government of Khyber Pakhtunkhwa.

2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity named in the Bid Data Sheet, hereinafter referred to as "the Procuring Entity," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Content of Bidding Documents

5.1 The bidding documents include:

a) Instructions to Bidders (ITB)
b) Bid Data Sheet
c) General Conditions of Contract (GCC)
d) Special Conditions of Contract (SCC)
e) Schedule of Requirements
f) Technical Specifications
g) Bid Form and Price Schedules
h) Bid Security Form
i) Contract Form
j) Performance Security Form
k) Manufacturer's Authorization Form

5.2 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 will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing. The Bidding Procuring Entity will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 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 requested by a interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. 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 the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Entity and will not in any way limit the Procuring Entity's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

Eligibility and Qualification

13.2 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 from an eligible country as defined under ITB Clause 3.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Entity's country;

b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

c) that, in the case of a Bidder not doing business within the Procuring Entity's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristics of the goods;

b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Entity; and

c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid][1]

15.2 The bid security is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees 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 Procuring Entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring Entity and valid for thirty (30) days beyond the validity of the bid; or

b) irrevocable cashable on-demand bank call deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Entity pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
b) in the case of a successful Bidder, if the Bidder fails:
   i. to sign the contract in accordance with ITB Clause 32;
   or
   ii. to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Entity, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

[1] Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

16.2 In exceptional circumstances, the Procuring Entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the 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. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and
b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 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 "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Entity will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Procuring Entity at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

9.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the Procuring Entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification And Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Entity prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring Entity

22.1 The Procuring Entity will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring Entity will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids 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.

24. Preliminary Examination

24.1 The Procuring Entity will 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.

24.2 Arithmetical errors will be rectified on the following basis. 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 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.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, 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 Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. 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.

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

25. Evaluation and Comparison of Bids

25.1 The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Procuring Entity's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

25.3 The Procuring Entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

a. incidental costs
b. delivery schedule offered in the bid;
c. deviations in payment schedule from that specified in the Special Conditions of Contract;
d. the cost of components, mandatory spare parts, and service;
e. the availability Procuring Entity of spare parts and after-sales services for the equipment offered in the bid;
f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
g. other specific criteria indicated in the Bid Data Sheet and/or
h. in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

a. Incidental costs provided by the bidder will be added by

Procuring Entity to the delivered duty paid (DDP) price at the final destination.

b. Delivery schedule.

i. The Procuring Entity requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

c. Deviation in payment schedule:

i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule offered by the selected Bidder.

or

ii. The SCC stipulates the payment schedule offered by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

d. Cost of spare parts.

i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data

Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

ii. The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

iii. The Procuring Entity will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring Entity or other procuring entities in similar situations. Such costs shall be added to the bid price for evaluation.

e. Spare parts and after sales service facilities in the Procuring Entity's country.

The cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet mor elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

g. Performance and productivity of the equipment.

i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.4 25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Procuring Entity

26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.

26.2 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.

F. Award of Contract

27. Post-qualification

27.1 In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate.

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

28. Award Criteria

28.1 Subject to ITB Clause 30, the Procuring Entity will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

29. Procuring Entity's Right to Vary Quantities at Time of Award

29.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Procuring Entity's Right to Accept any Bid and to Reject any or All Bids

30.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Procuring Entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

32.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.

33 Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring Entity.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Khyber Pakhtunkhwa requires that Procuring Entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2012 and Rules made thereunder:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive

the Procuring Entity of the benefits of free and open competition;

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

36. Integrity Pact

35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to be included in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to sign such Integrity Pact shall make the bidder non-responsive.

GENERAL CONDITIONS OF CONTRACT

Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

Table of Clauses

S#	CONTENTS	Page #
1.	Definitions	25
2.	Application	25
3.	Country of Origin	25
4.	Standards	26
5.	Use of Contract Documents and Information; Inspection and Audit by the Bank	26
6.	Patent Rights	26
7.	Performance Security	26
8.	Inspections and Tests	27
9.	Packing	28
10.	Delivery and Documents	28
11.	Insurance	28
12.	Transportation	28
13.	Incidental Services	28
14.	Spare Parts	29
15.	Warranty	29
16.	Payment	30
17.	Prices	30
18.	Change Orders	30
19.	Contract Amendments	31
20.	Assignment	31
21.	Subcontracts	31
22.	Delays in the Supplier's Performance	31
23.	Liquidated Damages	31
24.	Termination for Default	32
25.	Force Majeure	32
26.	Termination for Insolvency	33
27.	Termination for Convenience	33
28.	Resolution of Disputes	33
29.	Governing Language	34
30.	Applicable Law	34
31.	Notices	34
32.	Taxes and Duties	34

General Conditions of Contract

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 Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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 of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.

d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, 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 the Special Conditions of Contract.

g. "The Procuring Entity" means the organization purchasing the Goods, as named in SCC.

h. "The Procuring Entity's country" is the country named in SCC.

i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

j. "The Project Site," where applicable, means the place or places named in SCC.

k. "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. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

5.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity 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 Procuring Entity'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 Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.

5.4 The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring Entity, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring Entity 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 Procuring Entity's 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 Procuring Entity the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring Entity 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 Procuring Entity 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 Procuring Entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring Entity; or

b. a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring Entity 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. Inspections and Tests

8.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.

8.4 The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 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.

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

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

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

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring

Entity's country, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

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

a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;

b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

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

a. such spare parts as the Procuring Entity 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:

i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;

ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier, that may develop

under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

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

16. Payment

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

16.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring Entity's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring Entity may at any time, by a written order given on the Supplier pursuant to GCC Clause 31, 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 Procuring Entity;
b. the method of shipment or packing;
c. the place of delivery; and/or
d. the Services to be provided by the Supplier.

18.2 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 Procuring Entity's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

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

21. Subcontracts

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity 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 Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

2.31 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 Procuring Entity 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 Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Procuring Entity, 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 of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; or

b. if the Supplier fails to perform any other obligation(s) under

the Contract.

c. if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

27.1 The Procuring Entity, 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 Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract

is terminated, and the date upon which such termination becomes effective.

27.2 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 Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity 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.

28. Resolution of Disputes

28.1 The Procuring Entity 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have been unable to resolve a Contract dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, 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 the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

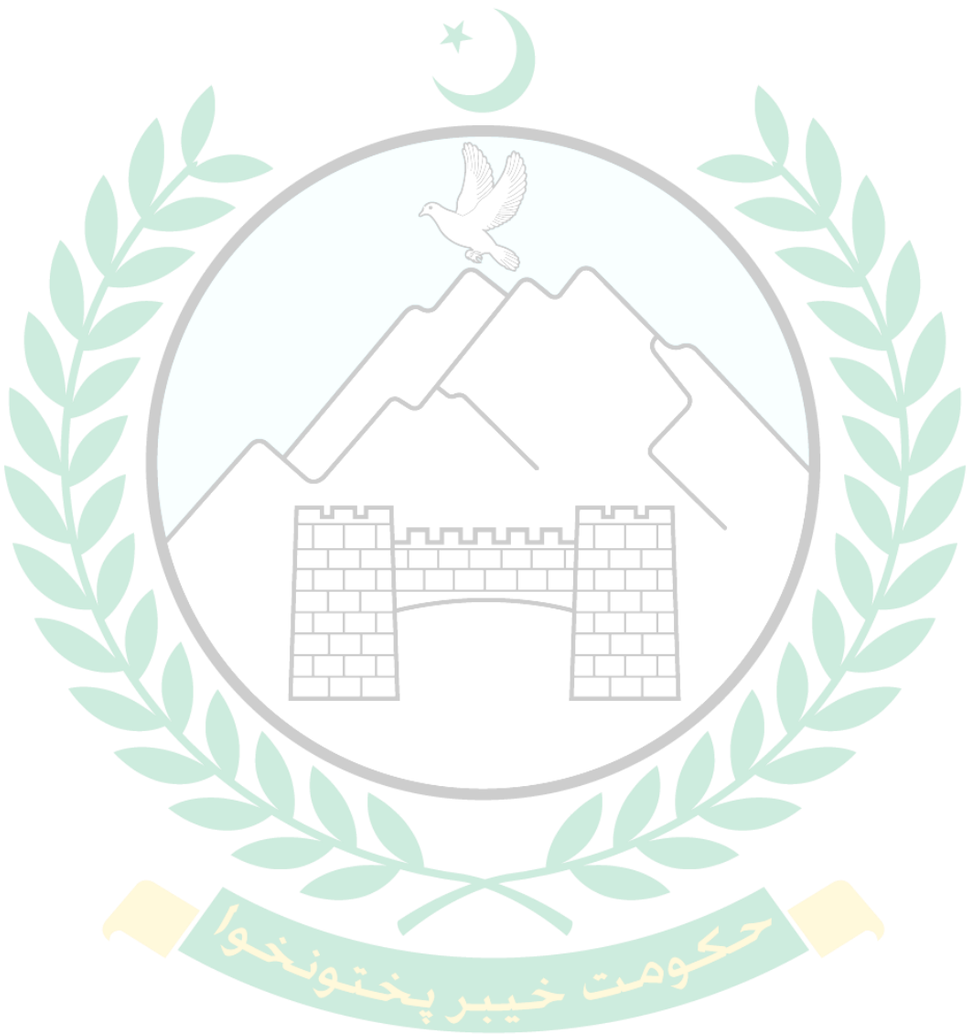
31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility



PREFACE

These Bid Solicitation Documents (BSDs) have been prepared for use by ESED KP Peshawar for the procurement of Goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the BSDs are grouped into two parts based on provisions that are fixed and those that are specific to each procurement. Provisions which are intended to be used unchanged are in Part One, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two, which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

a. Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.

c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring Entity should strictly follow. The final document should contain no footnotes.

d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring Entity for each procurement.

f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

Table of Contents - Part Two

Description	Page #
Section I. Invitation for Bids	39
Section II. Bid Data Sheet	41
Section III. Special Conditions of Contract	45
Table of clauses	46
Section IV. Schedule of Requirements	52
Section V. Technical Specifications	54
Section VI. Sample Forms	56
Sample Forms	57
1. Bid Form and Price Schedules	58
2. Bid Security Form	60
3. Contract Form	61
4. Performance Security Form	62
5. Bank Guarantee for Advance Payment	63
6. Manufacturer's Authorization Form	64
7. Integrity Pact	65

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION DEPARTMENT
BLOCK A, CIVIL SECRETARIAT PESHAWAR

INVITATION FOR E-BIDS
(Single Stage Two Envelope Procedure)

Procurement of I.T. Equipment & Allied Accessories (2026–27)
The Project Director, Action to Strengthen Performance for Inclusive & Responsive Education (ASPIRE), Elementary & Secondary Education Department (E&SED), Khyber Pakhtunkhwa, invites electronic bids under National Competitive Bidding pursuant to Rule 6(2)(b) "Single Stage Two Envelope" procedure of KPPRA Rules 2014. Bids are invited from reputed firms/general order suppliers registered with Income/Sales Tax authorities and listed on the Active Taxpayer List (ATL) of FBR.

Description of Package	**Submission Deadline**	**Technical Bid Opening**
Supply & Installation of I.T Equipment & Allied Accessories to E&SED Khyber Pakhtunkhwa	**17th November, 2026** @02:00 PM PST	**17th November, 2026** @02:30 PM PST

TERMS AND CONDITIONS:

1. **Eligibility:** Bidders must be registered with KPRA/FBR (NTN/Sales Tax) and active on EPADS.
2. **Bidding Documents:** Bid Solicitation Documents containing detailed specifications, quantities, and evaluation criteria can be downloaded from the EPADS portal (https://kp.eprocure.gov.pk). Advertisements are also accessible at www.kppra.gov.pk and https://kpese.gov.pk/.
3. **Mandatory Documentation:** Scanned copies of the following must be uploaded to EPADS alongside the Technical Proposal:
   - Affidavit confirming the firm is not blacklisted by any government organization.
   - Detailed profile of key team members and evidence of completed similar projects.
   - Scanned copy of 2% Earnest Money / Call Deposit Receipt (CDR).
4. **CDR Submission:** The original 2% CDR must be physically delivered to the office of the undersigned on or before **Tuesday, 17th November, 2026, by 02:00 PM PST**. Bids missing the scanned/original CDR will be rejected outright.
5. **E-Bidding Mode Only:** The complete bidding process is conducted strictly via EPADS. Hard copy submissions via postal courier, hand delivery, email, or fax **will not be accepted**.
6. **Pre-Bid Venue:** The pre-bid meeting will take place in the Committee Room of E&SED Khyber Pakhtunkhwa, Peshawar.
7. **Taxes & Statutory Rights:** Applicable government taxes will be deducted at source per prevailing rules. The authority reserves the right to reject any or all bids pursuant to Rule 47 of KPPRA Rules 2014.

PROJECT DIRECTOR (ASPIRE)
Elementary & Secondary Education Department
Khyber Pakhtunkhwa, Civil Secretariat Peshawar
Phone: 091-9210037 | **Email:** zaingilani1974@gmail.com

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

Ref: No.	Description	Detail
	INTRODUCTION	
ITB 1.1	Name of Procuring Entity of Government of Khyber Pakhtunkhwa.	Project Director ASPIRE, Elementary & Secondary Education Department, Govt. of Khyber Pakhtunkhwa
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Budget received from the Government of Khyber Pakhtunkhwa
ITB 1.1	Name of Project.	Procurement of I.T Equipment & Allied Accessories for E&SE Department, Khyber Pakhtunkhwa
ITB 1.1	Name of equipment.	**I.T Equipment & Allied Accessories**
ITB 1.1	Name of Contract.	**I.T Equipment & Allied Accessories**
ITB 4.1	Name of Procuring Entity.	Elementary & Secondary Education Department (ESED), Govt. of Khyber Pakhtunkhwa
ITB 6.1	Procuring Entity's address, telephone, telex, and facsimile numbers.	Elementary & Secondary Education Department (ESED), Govt. of KP, Block A, 2nd Floor, Civil Secretariat Peshawar Tel: 091-9210037, Email:zaingilani1974@gmail.com
ITB 8.1	Language of the bid.	English
	Bid Price and Currency	***DDP-Delivered Duty Paid in PKR***
ITB 11.2	The price quoted shall be	***The bidder shall quote Delivered Duty Paid (DDP) price, including all applicable taxes, duties, etc.***
ITB 11.5	The Price shall be fixed;	The quoted price shall be fixed up to 31st Jan 2027.
	PREPARATION AND SUBMISSION OF BIDS	
ITB 13.3 (d)	Qualification requirements.	General order Suppliers
ITB 14.3 (b)	Spare parts required for---------- [*number*] years of operation.	One (1) year from the date of installation of the equipment
ITB 15.1	Amount of bid security and submission procedure on EPADS.	i. The bidder shall upload an affidavit in the technical bid as per the format given in these BSDs. In case of non-compliance, their bid shall be declared as non-responsive. In addition to the above, the bidder shall also upload the bid security @ 2% of the quoted value in the financial bid only. ii. Bid Security should be 2% of the quoted value (in original) on FOR Price in the name of Project Director

Ref: No.	Description	Detail
		ASPIRE, ESED KP. iii. In a sealed envelope, by hand to the undersigned office on or before 02:30 PM on the closing date. iv. Label the envelope as: ***"Bid Security Applied for the "I.T Equipment & Allied Accessories"*** submitted by ***"[name of the firm]."*** v. If a bidder fails to submit the Bid Security in hard form, their bid will be considered non-responsive.
ITB 16.1	Bid validity period.	**90 days** from the date of technical bid opening
ITB 17.1	Number of copies.	**Only through E-PADS (E-Pak Acquisition & Disposal System)**
ITB 18.2 (a)	Address for bid submission.	i. Upload the complete scanned bid file to the EPADS portal as per the system instructions. The upload must be completed before 02:30 PM on the closing date. ii. If bidders do not submit their bids via EPADS, their bids submitted through any other means will not be accepted, and the bidder will be considered as non-responsive.
ITB 18.2 (b)	IFB title and number.	***Procurement and Installation of "I.T Equipment & Allied Accessories"***
ITB 19.1	Deadline for bid submission.	**Only through E-PADS (E-Pak Acquisition & Disposal System)** **17th Nov 2026 (Tuesday), 02:00 PM.**
ITB 19.3	Pre-Bid Meeting date / Address	**--**
ITB 22.1	Time, date, and place for bid opening.	**17th Nov 2026 (Tuesday), 02:30 PM, in the** Committee Room of the ESED, Civil Secretariat, Peshawar.
ITB 22.2	Sequence & Page numbering	All the bidders are strictly directed to scan their complete bids and upload the same annexure-wise with requisite documents with page marking on EPADS Portal for their Technical Evaluation / Qualification as prescribed under the rules.
ITB 22.3	Format of bids	i. All the bidders are strictly directed not **to copy and paste the specifications** mentioned in these documents **nor** use the words **"As per specifications" or "specification compliance".** ii. **Each bidder should quote their own brand by explicitly mentioning the Names, Models, Serial Numbers, along with the country of origin.** iii. The bidders are required to quote their bids on F.O.R. basis, ESED. iv. Any bid not received as per terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:

Ref: No.	Description	Detail
		a. Received without Affidavit/bid security; b. The offer is ambiguous; c. The offer is conditional; d. The offer is from a blacklisted firm in any Federal / Provincial Govt. Dept.:
		The price quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
Bid EVALUATION		
ITB 25.3	Criteria for bid evaluation. *[Select as appropriate from criteria listed in ITB Clause 25.3 (e.g., 25.3 (b) and (c)), and in the reference under ITB 25.4 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 25.4 (b) (i) and (c) (ii)).]*	Merit Point Evaluation. The **complete package** ranked highest in merit points (obtained through and based on technical and financial evaluation) will get the contract for the whole package.
ITB 25.4 (a) **ITB 25.4 (b)**	One option only. Delivery schedule. Relevant parameters in accordance with the option selected:	25.4(a) – 10 days from the date of issuance of Purchase Orders
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of spare parts. *[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]*	Not Applicable
ITB 25.4 (e)	Spare parts and after-sales service facilities in the Procuring Entity's country. *[Minimum service facilities and parts inventories or reference to the Technical Specifications.]*	Applicable
ITB 25.4 (f)	Operating and maintenance costs. Factors for calculation of the life cycle cost: (i) number of years for life cycle *[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];* (ii) operating costs *[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];* (iii)maintenance costs *[e.g., spare parts, without duplication of above Clause 25.4(d) requirements, and/or other inputs];* and (iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.	Not Applicable

Ref: No.	Description	Detail
	Or Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. *[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]*	
ITB 25.4 (g)	Performance and productivity of equipment.	Not Applicable
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications.	
ITB 25.4 Alternative	Specify the evaluation factors. *The method shall be used only when a more elaborate quantification is either impractical or unjustified due to the small value of the procurement.]*	As in the section on Technical Evaluation of bids.
CONTRACT AWARD		
ITB 29.1	Percentage for quantity increase or decrease. *[Optional clause to be used only where appropriate. Normally should not exceed fifteen (15) percent.]*	Number of items can be increased and decreased as per requirement of ESED KP within permissible limits under the rules.
ITB 33.1	Performance Security/ Guarantee	To cover the warranty of the equipment, the successful bidder shall deposit 10% performance security/guarantee in the form of Bank Guarantee / CDR/DD.

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

a. Information that complements provisions of Part One, Section II must be incorporated.

b. Amendments and/or supplements to provisions of Part One, Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

Table of Clauses

Clause No	Description	Page No.
1.	DEFINITIONS (GCC CLAUSE 1)	47
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)	47
3.	PERFORMANCE SECURITY (GCC CLAUSE 7)	47
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)	47
5.	PACKING (GCC CLAUSE 9)	48
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)	48
7.	INSURANCE (GCC CLAUSE 11)	48
8.	INCIDENTAL SERVICES (GCC CLAUSE 13)	48
9.	SPARE PARTS (GCC CLAUSE 14)	49
10.	WARRANTY (GCC CLAUSE 15)	49
11.	PAYMENT (GCC CLAUSE 16)	49
12.	PRICES (GCC CLAUSE 17)	50
13.	LIQUIDATED DAMAGES (GCC CLAUSE 23)	50
14.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)	50
15.	GOVERNING LANGUAGE (GCC CLAUSE 29)	51
16.	APPLICABLE LAW (GCC CLAUSE 30)	51
17.	NOTICES (GCC CLAUSE 31)	51

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. 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.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring Entity should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Entity is: Elementary & Secondary Education Department (E&SED) Govt. of Khyber Pakhtunkhwa.

GCC 1.1 (h)—The Procuring Entity's country is: Khyber Pakhtunkhwa, Pakistan

GCC 1.1 (i)—The Supplier is: Authorized Dealer or General Order Supplier in the field of I.T equipment and allied accessories

Sample Provision

GCC 1.1 (j)—The Project Site is: E&SE Department, Civil Secretariat Peshawar

2. **Country of Origin (GCC Clause 3)**

All the eligible countries permitted by the Government of Pakistan.

3. **Performance Security (GCC Clause 7)**

GCC 7.1—The successful bidder shall submit 10% performance security in the form of CDR, DD or Bank Guarantee in PKR from any scheduled bank of Pakistan within 20 days after issuance of the purchase order. **NO Insurance Guarantee** shall be entertained as performance security.

GCC 7.4—The amount of Bid Security shall be released after submission of performance security.

4. Inspections and Tests (GCC Clause 8)

GCC 10.3—Inspection and tests of goods/delivery of Goods and at final acceptance are as follows: **Final Acceptance shall be carried out by the Inspection Committee of the Elementary & Secondary Education Department (ESED) Govt. of Khyber Pakhtunkhwa at the final destination.**

5. Packing (GCC Clause 9)

According to the industry's standards. The bidder shall enclose Catalogues/ leaflets/ literature and other technical data (if any).

6. **Delivery and Documents (GCC Clause 10)**

GCC 10.1— The successful bidder shall provide the ordered goods within Ninety (90) days after issuance of purchase order. In case of Import or as required otherwise, upon shipment**,** the Supplier shall intimate the Department 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 this institute.

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; **Applicable**

(ii) original and two copies of the usual transport document (for example, a road consignment note etc.) which the buyer may need to take the goods; **Applicable**

(iii) copies of the packing list identifying contents of each package; **Applicable**

(iv) manufacturer's or Supplier's warranty certificate;

(v) certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence, insurance coverage is sellers' responsibility. Since the Insurance is the seller's responsibility, they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1— a. The successful bidder shall be responsible for installation / testing and commissioning of the equipment on site.

b. The successful bidder shall also be responsible for furnishing detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

c. Any type of work in respect to installation of the equipment shall be responsibility of the successful bidder.

d. Furthermore, any type of safety measure, standard protocol and environmental factors like humidity, temperatures, moisturizers or other special parameters, protocols shall also be responsibility of successful bidders.

e. During the life of the installed equipment, the successful firm shall be liable to provide free of cost the software(s) including updates (if any).

f. The successful firm shall also be liable to train end user(s) or the nominated relevant person by the competent authority**.**

g. The successful firm shall provide a list of focal persons for each Division of Khyber Pakhtunkhwa. Complete address and contact details of each focal person should be mentioned in the Technical bid.

9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are:

i. During the warranty period the contractor shall be bound to stock all the required spare parts and in case defect in machine, the same shall be replaced within five (05) working days. Response time will be 24 hours.

ii. The successful bidder shall carry sufficient inventory to assure ex-stock supply of spares for the Goods. Other spare parts and components shall be supplied as promptly as possible within the agreed warranty period.

10. Warranty (GCC Clause 15)

i. The standard warranty period for the equipment shall be one (01) year (Comprehensive), including spare parts and services, from the date of installation, and all bidders/firms are required to clearly mention this in their technical proposal/bidding documents.

ii. In case the bidder intends to extend the standard warranty period as mentioned in the technical evaluation criteria, the bidder shall be liable to provide the parts and services without any financial claim.

iii. During the warranty period, the bidder shall provide at least the usual maintenance and supervision. If the bidder fails to provide these maintenance visits at regular intervals, a proportionate deduction in the form of a penalty on a pro-rata basis will be recovered from the bidder from the Bank Guarantee amount. In case the Bank Guarantee is not adequate, the Institute shall have the right to recover the losses/penalty from other sources as well.

iv. In case of change of authorization, during the original warranty period as well as the extended warranty period, the contracting party/supplier shall be responsible for all the contract obligations including availability of spare parts and services as per signed contract.

v. During the contract period of the system, the supplier shall be liable to install the software (s) *free of cost when required.*

vi. During the warranty period, the bidder will make the **"Complete System"** in satisfactory working condition. In case, any spare parts, accessories, etc. needs replacement due to normal wear and tear, bidder will supply and install the same for which no additional payment is to be made.

vii. The firm will also attend all breakdown calls within 48 hours of the receipt of the information from the concerned school/district through e-mail/mobile/sms etc.

viii. During warranty period, bidder shall maintain and keep 95% uptime per year of the "Complete System" as per calculation given below:-.

1 Year = 365 days 95% of 365 days = 347 Days per annum

The firm will maintain 95 % uptime. In case of any failure only 7 (seven) days will be given for rectification, further delay will lead 2 x factor in warranty period and 0.1 % penalty will be charged per day. (X factor = No.of days.)

11. **Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

i. Payment shall be made of the supplied goods to the supplier within Sixty (60) days subject to availability of funds after delivery, installation & clearance by the Inspection Committee at destination upon submission of documents specified in GCC Clause 10.

ii. In the event of a delay or non-disbursement of funds from the government, payment shall be made in instalments.

12. Prices (GCC Clause 17)

GCC 17.1— Prices charged by the Supplier for Goods delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

13. Liquidated Damages (GCC Clause 23)

GCC 2.31—Applicable rate shall be *one-half (0.5) percent per week, and the maximum rate shall be ten (10) percent of the Contract Price.]*

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In case of a dispute between the ESED KP Peshawar and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the applicable laws of the ESED KP Peshawar.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English,

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan, which include the following legislation:

Contract Act 1872

i. **EPADS Regulations 2025**
ii. **The Employment of Children (ECA) Act 1991**
iii. **The Bonded Labor System (Abolition) Act of 1992**
iv. **The Factories Act 1934**

17. Notices (GCC Clause 31)

GCC 31.1—ESED KP's address for notice purposes:

Block A, 2nd Floor, Elementary & Secondary Education Department, Khyber Pakhtunkhwa, Peshawar.
Tel: 091-9210037
Email: zaingilani1974@gmail.com

—Supplier's address for notice purposes:

Eligibility Criteria

1. Bidders must comply with the clauses mentioned below, as these are mandatory to be eligible for the bidding process.
2. *Relevant certificates/documents must be attached in the following sequence on the EPAD Portal.*

S #	Description	Remarks	
	Knock Out Clauses	**YES**	**NO**
1.	1. ***Registration*** with ***NTN*** 2. Valid ***Sales Tax*** Registration 3. Reflected on Active Taxpayer List (ATL) of FBR (Income Tax & Sales Tax)/ 4. KPRA. 5. Excise and Taxation office for professional Tax		
2.	*Bidder should be a general Order supplier*		
3.	The bidder must have a minimum ***(05) years' experience*** *in the business. Five years' experience will be judged from registration with income tax registration*		
4.	***Scan copy of the Bid Security should be uploaded on EPADS***		
5.	This undertaking should be tender-specific. Submission of an undertaking on legal valid and attested stamp paper that the firm is ***NOT BLACKLISTED*** by any of Government Department, Agency, Organization or autonomous body anywhere in Pakistan. *(Provide copy of affidavit attached as annex in this document on judicial stamp paper)*		
6.	The bidder has ***NOT*** been a defaulter / insolvent nor bankrupt in the past from any government department or financial institution.		
7.	Joint Venture / Consortium	**Not Allowed**	

EVALUATION CRITERIA

i. The bids will be evaluated based on bid solicitation documents and the point system as specified below.

ii. A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements (technical specifications) OR if it fails to achieve the minimum score, i.e., **70 out of 100** (Technical marks) as indicated in the below-mentioned table. (Relevant certificates/documents must be uploaded on EPADS portal)

iii. All the Relevant certificates/documents must be uploaded on the EPADS Portal in the given sequence. No documents / Certificates (affecting the marks) shall be entertained/permitted once technical bids are opened.

iv. Bids having items not fulfilling/in compliance with the required specifications shall be treated as non-responsive bids.

v. For clarification of the performance of the equipment, the department may visit the supplier's facility/outlet. For this purpose, the cost will be borne by the firm concerned.

Technical Score shall be given 70% Weightage

Financial Score shall be given 30% weightage.

Financial Evaluation:

i. "Lowest evaluated price shall receive full 30 financial marks; other bids shall receive proportionate marks." using the formula as under;

Lowest Bid Price among all ÷ Bid Price under consideration x 30 = Financial Score.

Combined Technical and Financial Score

ii. A total score for each bid will be obtained by adding technical score weightage and financial score weightage.

iii. Maximum two (02) decimals will be considered in both technical and financial marks

EVALUATION CRITERIA

Note.

1. Evaluation shall be carried out as a full package against the following indicators.
2. Relevant experience marks shall be awarded strictly in compliance with the ESED's required equipment.
3. Relevant documents *(verifiable) must be attached.*

S #	INDICATORS	Marks Allocation
	PRODUCT CONFORMANCE	
1.	**Full compliance/conformance** to the ESED advertised specifications. *The bidder shall prepare the bid specifications in an annotated format for ease of comparison & evaluation. The specifications will also be supported with a reference picture/design of the product and online verifiable brochures (where required).* i. *Maximum 03 deviations (not affecting the performance of the product) against the complete package shall be accepted;	**30**
	FIRM PERFORMANCE (RELEVANT EXPERIENCE)	
2.	10 x Contracts of similar nature project of at least PKR 0.4 Million with **a public sector** organization will get 1.5 marks/purchase order. Or In case of no business with **a public sector** organization, 15 x Contracts of similar nature project of at least PKR 1.0 Million will get 1.0 marks/purchase order.	15 (45**)**
	CERTIFICATIONS / ACCREDITATIONS	
3.	Valid ISO 9001 Quality Management Certificate by PNAC or IAF	05 **(50)**
	FINANCIAL CAPABILITIES (PKR)	
4.	Annual Turnover for the last three years in Above 05 million **(10 marks)** Below 05 to 04 million **(6 marks)** Below 03 to 02 million **(4 marks)** Below 02 million **(No marks)** *The firm must attach tax returns/audit reports as supporting documents.*	10 **(60)**
5.	**Service Support Engineer (DAE/B Tech). Offer letter and DAE/ B. Tech documents must be attached. Otherwise, no marks will be awarded**	6 (66)
	SERVICE FACILITY	
6.	Presence of Service Support Facility at Peshawar, Khyber Pakhtunkhwa *Relevant documents (verifiable) should be attached*	2 **(68)**
	DELIVERY PERIOD	
	EXTENDED WARRANTY *(with parts)* (Standard warranty, One (01) year from the date of installation - Complete System)	
7.	In case the bidder extends the warranty period up to one (01) year (beyond standard warranty), will get **(1 mark)** In case the bidder extends the warranty period up to two (02) years (beyond standard warranty), will get **(2 marks)**	**2 (70)**
Total Marks		**70**

Passing marks: 70%

Section IV. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the ESED KP Peshawar, 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 form is provided in Section VI. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 29.

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

Schedule of Requirements with Technical Specifications

Quantity: 21 Nos. Computer Laptops, 01 No. 65" QLED SMART TV, 02 Nos. 10 kW Inverters with backup Lithium Batteries against each item mentioned below

Standard warranty:

- ***01 year minimum for Laptops, Printers, SMART TV, and Video Conference.***
- ***03/05 years minimum warranty for Inverters & Lithium Batteries***

The delivery schedule, expressed in weeks/months, stipulates the required delivery date.

#	Description	Delivery schedule (shipment)
1.	***09 Units: Laptop Computer System with MS Windows 11 Pro (Licensed) - (Minimum) Specifications below*** **Processor:** Intel Core i7, 13th Gen., 10 Cores, 12 Threads, Minimum 12 MB Smart Cache, Turbo Frequency up to 4.40 GHz or higher **Operating System:** Windows 11 Pro with key stickers + MS Office with key stickers (pre-installed) **RAM:** 16 GB (Minimum DDR4/DDR5 expandable to at least 32GB) **Storage:** 1 TB SSD **Display:** Max. 14" OR 15-inch Full HD (1920 x 1080), IPS, Anti-Glare LED Backlit. **Camera**: Full HD (1080p) Webcam with Privacy Shutter **Audio:** Integrated Stereo Speakers and Dual Digital Microphones with built-in microphone **Security:** Precision Multi-touch Touchpad **Security:** TPM 2.0, Secure Boot, BIOS Password protection **Battery:** Minimum 65 Wh with Fast charging HDMI Ports, Power cables, Built-in-Bluetooth, Built-in-Wi-Fi, Backlit Keyboard & Mouse **Accessories:** Original Carrying Bag and USB Optical Mouse	45 days from the date of issuance of the purchase order
2.	***06 units: Laptop Computers with MS Windows 11 Pro (Licensed)*** *Processor: Intel® Core™ Ultra 9 Processor 3xxH (18M Cache, up to 4.90 GHz) or latest* • ***Operating System**: Windows 11 Pro 64* • ***Graphic Card**: Integrated Intel® UHD Graphics* • ***Memory**: 64 GB DDR5-5200MHz* • ***Storage:** 2044 GB SSD M.2 2280 PCIe Gen4* • ***Display**:16" WUXGA, IPS, Anti-Glare, Touch, 45% NTSC, 300 nits, 60Hz* • ***Camera**:1080P FHD IR Hybrid with Dual Microphone and Privacy Shutter* • ***Battery: 3or 4-cell** Li-Polymer 52.5 Wh* • ***Fingerprint Reader**: Fingerprint Reader* • ***Keyboard**: Backlit, Black - English (US)* • ***WIFI:**Intel® Wi-Fi 6E AX211 2x2 AX vPro®* *Bluetooth® 5.1 (Windows 10) or Bluetooth® 5.3 (Windows 11)*	45 days from the date of issuance of the purchase order
3.	***06 units: Laptop Computers with MS Windows 11 Pro (Licensed)*** • **Processor**: Intel Core Ultra 5 225U (14 CPUs), ~1.5GHz or latest • **Operating System**: Windows 11 Pro 64-bit • **Graphics Card:** Integrated Intel® UHD Graphics • **Memory**: 32 GB DDR5-5200MHz • **Storage**: 1024 GB SSD M.2 2280 PCIe Gen4 • **Display**:16" WUXGA, IPS, Anti-Glare, Touch, 45%NTSC, 300 nits, 60Hz • **Camera**:1080P FHD IR Hybrid with Dual Microphone and Privacy Shutter • **Battery: 3 or 4-cell** Li-Polymer 52.5 Wh • Fingerprint Reader: Fingerprint Reader • **Keyboard**: Backlit, Black - English (US) • **WIFI**: Intel® Wi-Fi 6E AX211 2x2 AX vPro® & Bluetooth® 5.1 (Windows 10) or Bluetooth® 5.3 (Windows 11) *** Warranty: 1-year** local warranty	45 days from the date of issuance of the purchase order

4	***One Unit: 65" LED Smart TV*** **Resolution: 3840 x 2160 Pixels (4K UHD) Panel Type: QLED** HDR10+ and Dolby Vision Refresh Rate: 160Hz to 120Hz **HDMI Ports: 3 to 4 ports. At least one HDMI 2.1 port, USB Ports** **Wireless connectivity:** Dual-band Wi-Fi (2.4 Ghz/5Ghz) for fast internet streaming **Audio:** Dolby Atmos (20W to 50W), Built-in Speaker and Microphone	45 days from the date of issuance of the purchase order
5.	***02 Nos UPS System with Lithium backup batteries Specifications*** Inverter 10 Kw with 10 KW battery	
6.	**02 Nos 10 KVA/12 KVA AVR, single-phase, 220 V**	
7.	**02 No. Black & White LaserJet Printer with 40 PPM, duplexer** ***(3 in 1 Scanner, printer and Photocopier)***	
8	**01 No. Color Printer (3 in 1)** ✓ Print Speed: B&w -30 pmm or better color-12 ppm or better ✓ Cartridge: Ink Bottles ✓ Print Resolution: 1,200 x 1,200 dpI or higher ✓ Multifunction: Print, Scan, Copy ✓ Connectivity LAN & Wifi ✓ Sheet Input tray: 100 sheets of paper or better ✓ Scanner bed should be legal for scanning	
9	**Video Conference Facilities – 02 sets**	

Video Conferencing Camera	Zoom: 36X Total Zoom (includes a 12X optical zoom lens + 24X lossless digital zoom) Streaming FormatsH.264, H.265, RTSP, RTMP Dual Output / IP Streaming: Simultaneous video delivery through USB 3.1, HDMI, and IP network streams (ideal for broadcasting, recording, and hybrid conferencing). Advanced AI: Smart Frame, Preset Framing, Smart Composition **1 Year Official Warranty**	**02**
Enterprise Full-Duplex USB & Bluetooth Conference Speakerphone System	**Microphone System** Full-duplex array with omnidirectional beamforming microphones (360° room coverage) **Pickup Distance** Minimum 16 ft (5 meters) base pickup radius **Loudspeaker Performance** Max Output Volume: ≥ 90 dB SPL at 0.5 meters**Connectivity Ports** • 1 × Micro-USB 2.0 (UAC 1.0 Plug-and-Play) • 1 × LAN RJ45 Port (for web management/IP access) • 1 × Expansion Port (red) for daisy-chaining • 1 × 3.5 mm Aux Phone-In Jack • 1 × 3.5 mm Audio Line Out **Wireless Connectivity** Built-in Bluetooth module for pairing smartphones and tablets **Audio Processing Capabilities** Acoustic Echo Cancellation (AEC), AI Noise Suppression, Double-Talk Detection, Wideband Audio Processing**User Interface** Capacitive Touch Controls with multi-color Smart LED Status Rings (Mute, Power, Idle, In-Call) **Platform Compatibility** Zoom Certified, Microsoft Teams, Google Meet, Skype for Business, Webex, and standard UAC USB hosts **Power Supply** AC 100V – 240V, 50/60 Hz Power Adapter (12V/5A DC output) **1 Year Official Warranty**	**02**

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Procuring Entity during contract execution.

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 15.3.

The Contract Form, when it is finalised at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The bidders should not complete the Performance Security and Bank Guarantee for Advance Payment forms at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The Manufacturer's Authorisation form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

S#	Form Description	Page #
1.	Bid Cover Sheet **(On the letterhead of Firms)**	61
2.	BID FORM AND PRICE SCHEDULES	62-63
3.	BID SECURITY FORM	64
4.	CONTRACT FORM	65
5.	PERFORMANCE SECURITY FORM	66
6.	BANK GUARANTEE FOR ADVANCE PAYMENT	67
7.	MANUFACTURER'S AUTHORIZATION FORM	68
8.	INTEGRITY PACT	69-70
9.	AFFIDAVIT / UNDERTAKING	71

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION DEPARTMENT
BLOCK A, CIVIL SECRETARIAT PESHAWAR

BID COVER SHEET

Bid Ref. No. ---------- Date / / 2026

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

Address:----------

E-mail:_____

Phone: _____

Facsimile: _____

Bid Security.

Bid for:

†: All Items mentioned in the Schedule of Requirements.

†: Selected Items from the Schedule of Requirements[2].

List of Selected Items: *(In case the Bidder has opted to bid for Selected Items, please type the Serial No[3]. and the name of the Items selected for Bidding. Use additional Sheets if Required)*

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment[4]: †Original receipt for the purchase of the bidding documents.

_____

Bid Form and Price Schedules

Date:_____
IFB No:_____

To:

Elementary & Secondary Education Department (ESED)
Govt. of Khyber Pakhtunkhwa

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and 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 will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the ESED KP.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity

(if none, state “none”)

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

Dated this _____ day of _____ 2026.

_____ _____
signature] [in the capacity of]

1. Price Schedule in Pak. Rupees

Name of Bidder_____ IFB Number_____ Page of_____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Qty	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto ESED KP Peshawar (hereinafter called "the Procuring Entity") in the sum of for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2026.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity:

   a. fails or refuses to execute the Contract Form, if required; or
   b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the ESED KP Peshawar up to the above amount upon receipt of its first written demand, without the ESED KP Peshawar having to substantiate its demand, provided that in its demand the ESED KP Peshawar will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 2026 between ESED KP Peshawar of *Khyber Pakhtunkhwa Pakistan* (hereinafter called "the Procuring Entity") of the one part and *[name of Supplier]* ***of*** *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the ESED KP Peshawar invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ***[contract price in words and figures]*** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Procuring Entity's Notification of Award.

3. In consideration of the payments to be made by the ESED KP Peshawar to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the ESED KP Peshawar to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The ESED KP Peshawar hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the_____(for the ESED KP Peshawar)

Signed, sealed, delivered by _____ the_____(for the Supplier)

4. Performance Security Form

To:
ESED KP Peshawar

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2026 to supply *[description of goods and services]* (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 reputable bank for the sum specified therein as 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 _____2026.

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[Address]

_____

[date]

5. Bank Guarantee for Advance Payment

To:

ESED KP Peshawar

[name of Contract]

Dear Sir,

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the ESED KP Peshawar a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words].*

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the ESED KP Peshawar on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the ESED KP Peshawar and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To:

ESED KP Peshawar

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above 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 for and on behalf of Manufacturer]

Note: This 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.

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION DEPARTMENT
BLOCK A, CIVIL SECRETARIAT PESHAWAR

INTEGRITY PACT

Contract No. Dated Contract Value: [**Not required**]

Contract Title: **Procurement and Installation of "I.T Equipment & Allied Accessories""**

Firm Name hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, Firm Name 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 inducing 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.

Firm Name certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Firm Name accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of Government of Khyber Pakhtunkhwa.

Notwithstanding any rights and remedies exercised by GoKP in this regard, Firm Name agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by Firm Name 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 Government of Khyber Pakhtunkhwa.

ESED KP Peshawar	**Name of Supplier** Firm Name
Name: **Designation:**	**Name:** **Designation:**
Signature	**Signature**
SEAL	**SEAL**

FINANCIAL CAPABILITY

ANNUAL TURNOVER

Year (Enter the Financial Year)	*Annual Turnover (Rs in Million)
2024-25	
2023-24	
2022-23	
Total	
Average	

**Submit the last 3 years' audited Financial Statements.*

INCOME TAX RETURNS

Year (Enter the Financial Year)	Income Tax Returns (PKR)
2024-25	
2023-24	
2022-23	

**Tax Returns documents from the relevant documents must be attached.*

(Signature of Authorized Signatory)

Bidder seal & stamp

AFFIDAVIT / UNDERTAKING

Note:

All the bidders shall submit the original affidavit on non-judicial stamp paper of Rs. 100/- (Rupees One Hundred Only) attached with the technical bid at the time of bid submission as per the following format.

I, _____ Owners / Director / Legal Attorney / Accredited representative of M/s _____, solemnly declare that,

1. M/s _____ have read the contents of the Bidding Document and have fully understood it.
2. That the financial instruments, statements of facts, data and documents being submitted by M/s _____ are true, genuine and correct.
3. Undertakes that the information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
4. M/s _____ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. The firm has also never been declared a defaulter under the contract.
5. Bid Security (in original) is placed in the financial bid.
6. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s _____is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of Elementary & Secondary Education Department (ESED) Govt. of Khyber Pakhtunkhwa, for a period of one year.

Signature with Seal of the Deponent (bidder)