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STANDARD BIDDING DOCUMENTS FOR NATIONAL COMPETITIVE BIDDING

SINGLE STAGE – ONE ENVELOPE PROCEDURE

TENDER FOR SUPPLY OF DUPLICATING PAPER, MASTER ROLLS & INK FOR COPY PRINTERS

IN RESPECT OF THE BIE/AG/L&N/ 315 /2019

• Instructions to Bidders (ITB)

• General Conditions of Contract (GCC)



INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF CONTRACT:

The Instructions to Bidders (ITB) and General Conditions of Contract (GCC) applied in this Contract shall be the same as per Standard Bidding Documents for Goods, issued by SPPRA. For further references the same may be downloaded from SPPRA's website <u>www.pprasindh.gov.pk</u> or it may be provided from this Office if it may be demanded by the bidder. Whenever there is a conflict, the provisions hereafter shall prevail over those in the Instructions to Bidders & General Conditions of Contract. The corresponding clause number of the ITB & GCC is indicated in parentheses.

INTRODUCTION				
ITB 1.1	Name of Contract	Supply of Duplicating Paper,		
		Master Rolls & Ink for Copy		
		Printers		
ITB 4.1	Name of Procuring Agency	Board of Intermediate		
		Education Karachi		
ITB 6.1	Procuring agency's address,	Board of Intermediate		
	telephone, telex, and facsimile	Education, Bakhtiyari Youth		
	numbers	Center North Nazimabad		
		Tel: 99260211		
		99260212		
		99260213		
		Fax: 99260203 & 99260208		
ITB 8.1	Language of the bid	English or Urdu		

BID PRICE AND CURRENCY		
ITB 11.2	ITB 11.2The price shall be in Pakistani currency inclusive of all Taxes, Transportation, Material and Labour charges involved therein.	
ITB 11.5	During the entire period of bid validity, the price shall be fixed and the bidder will have to supply the required items as per specifications and quoted rates.	



Ρ	PREPARATION AND SUBMISSION OF BIDS			
ITB 13.3 (d)	Qualification Requirements	• 05 years experience in the relevant field (Client List)		
		• Turn-over of at least last three years having a sum of minimum Rs.1 Million for one year in last 03 years (Copies of financial statements / Audit Report by Chartered Accountant be attached).		
		• Minimum 3 contracts of One Million in last 3 years of similar goods / jobs		
		• Registration with Federal Board of Revenue (FBR), for Income Tax, GST and Sales Tax in case of procurement of goods.		
		• Valid Authorized Distributorship / Dealership/ Manufacturer Certificate.		
		• An Affidavit on Stamp Paper that the firm has never been Blacklisted		
ITB 15.1	Amount of bid security (refundable)	3% (three percent) of the bid price, which should be submitted in shape of Pay Order in the name of Secretary, Board of Intermediate Education Karachi and shall remain valid for a period of 28 days beyond the validity period for bid.		
ITB 16.1	Bid Validity Period	90 days from the date of opening of Tender.		
ITB 18.2 (a)	Address for bid submission	The office of the Admin General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi.		
ITB 18.2 (b)	IFB title and number	Title: Supply of Duplicating Paper, Master Rolls & Ink for Copy Printers		
		IFB No: BIE/AG/L&N/ 315 /2019 Dated:10-01-2019		
ITB 19.1	Deadline for bid	Tuesday 5 th February 2019 up to 2:30 p.m		
	submission	Sealed bids duly filled-in, mentioning on top of the envelope "Supply of Duplicating Paper, Master Rolls & Ink for Copy Printers"		



ITB 22.1	Time, date, and place for bid opening	Bids duly stamped on each document must be submitted in the office of the Admin General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi, in a sealed cover on 0 <u>5-02-2019</u> up to <u>2:30 P.M</u> and will be opened on the same day at <u>03:00 P.M</u> in the presence of bidders' representatives who wish to attend.
ITB 25.4 (b)	Delivery schedule	The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least 60 days after issuance of contract award which may be increased or decreased due to demand of time/situation.

BID EVALUATION CRITERIA

Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.

Shortcomings in submission of documents related to Eligibility Criteria or non-submission of Bid Security or specimen/samples shall be rejected.

Prior to submission of bids, the bidders may obtain further information and completely satisfy themselves about the required items for which they are bidding for.

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.

The offered products should be prime quality products. Cheap products of low quality or substandard shall not be accepted and the said bid shall be treated as Irresponsive.

Inferior, low quality or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.

The bidder with the "Lowest Evaluated Cost" but not necessarily the "Lowest Submitted Price" shall be awarded the Procurement Contract.



BOARD OF INTERMEDIATE EDUCATION,

BAKHTIYARI YOUTH CENTER, NORTH NAZIMABAD,

KARACHI-74700

SECTION III. 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.

1. DEFINITIONS (GCC CLAUSE 1)

1)	GCC 1.1 (g)	The Procuring agency	Board of Intermediate Education,
		is:	Karachi.
2)	GCC 1.1 (h)	The Procuring agency's	Islamic Republic of Pakistan.
		country is:	
3)	GCC 1.1 (j)	The Project Site is:	Same as GCC 1.1(g) mentioned above.

2. COUNTRY OF ORIGIN (GCC CLAUSE 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. PERFORMANCE SECURITY (GCC CLAUSE 7)

1)	GCC 7.1	The amount of performance security, as a percentage of the Contract
		Price, shall be Ten (10) percent of the Contract Price which should
		be submitted in shape of Pay Order in the name of Secretary, Board
		of Intermediate Education Karachi.

4. RESOLUTION OF DISPUTES (GCC CLAUSE 28)

The dispute resolution mechanism to be applied pursuant to relevant SPPRA Rules.

5. GOVERNING LANGUAGE (GCC CLAUSE 29)

1)	GCC 29.1	The Governing	English.
		Language shall be:	



6. NOTICES (GCC CLAUSE 31)

GCC 31.1 — Procuring agency's address for notice purposes:

Office of the Admin General Section, (Chairman's Secretariat) Ground Floor, Board of Intermediate Education, Karachi.

7. PENALTY

- 1) Preferred penalties according to the issue\subject may be imposed upon the Supplier(s) such as:
- i. rejection of the unsatisfactory Supplied material
- ii. Blacklisting of the firm
- iii. Liquidity damages shall be imposed as per SPPRA Rules.
- iv. forfeiting of whole Security amount

Anyone or more than one from the aforesaid penalties may be imposed upon the Supplier(s) in the following cases:

- a) In case of transgression/deviation of the time given in the Contract Award
- b) In case of transgression, deviation, mistake or low quality found in the supplied Item(s)
- c) In case the specification, quantity, rate or stuff of a Tender in certain item or items are approved and the Bidder backs out of his commitment on any pretext or fails to supply the material or complete the job in time or in the required criteria.

8. SUBJECT TO RELEVANT SPPRA RULES, THE COMPETENT AUTHORITY RESERVES THE RIGHT TO:

- (a) divert/distribute a particular work among different Bidders on the lowest approved rate(s) in the interest of the office due to demand of time/situation.
- (b) accept or reject all or any bid.
- (c) increase or decrease quantity without any notice at any time/stage subject to ITB Clause 29.



9. SPECIAL CLAUSE (TERMS & CONDITIONS)

- 1) Under following conditions bid will be rejected:
 - i. Conditional and telegraphic bids/tenders
 - ii. Bids not accompanied by Bid Security of required amount and form
 - iii. Bids received after specified date and time
 - iv. Bids of Blacklisted firms
- 2) Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.
- 3) Shortcomings in submission of documents related to Eligibility Criteria or nonsubmission of Bid Security shall be rejected.
- 4) Prior to submission of bids, the bidders may obtain further information and completely satisfy themselves about the required items for which they are bidding for.
- 5) An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.
- 6) <u>The offered products should be prime quality products. Cheap products of low quality</u> <u>or substandard shall not be accepted and the said bid shall be treated as Irresponsive.</u>
- 7) <u>Inferior, low quality or substandard products will be rejected and Security Money</u> shall be forfeited and the bidder may also be blacklisted.
- 8) The bidder with the "Lowest Evaluated Cost" but not necessarily the "Lowest Submitted Price" shall be awarded the Procurement Contract subject to compatibility/suitability of the item(s).
- 9) The bidder shall supply the article(s) as per approved specifications mentioned in the Contract Award. The article(s) not found in conformity with the approved specifications shall be rejected at the risk & cost of the bidder.
- 10) The Contract Award may be assigned at any time during the period of bid validity.



- 11) The successful bidder will have to deposit **Performance Security** @ **10%** of the value of Contract Award which is refundable after the satisfactory completion of supplies to the Store.
- 12) The amount of Performance Security is in addition to the amount of Bid Security which should be deposited by the successful bidder(s). Bid Security shall remain valid for a period of 28 days beyond the validity period for bids, whereas Performance Security shall be released ninety days beyond the date of completion of contract to cover defects liability period subject to final acceptance by the procuring agency.
- 13) Placement of Contract Award will be subject to payment of Performance Security.
- 14) The material shall be delivered to Storekeeper / enduser, through the concerned Officers as the case may be, against delivery challan in triplicate along with samples of material in duplicate. Two copies of the bills and challan shall be retained by the Storekeeper while the third copy shall be returned to the supplier for his own record.
- 15) The items should be supplied strictly in accordance with the approved samples.
- 16) The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least 60 days after issuance of contract award which may be increased or decreased due to demand of time/situation.
- 17) SPPRA Rules-2010 (Amended 2017) shall strictly be followed.

10. EQUIVALENCY OF STANDARDS AND CODES

Reference to brand name, catalogue number or country where used, they should always be read with followed by the words "or at least equivalent."

SECTION-IV. SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS:

The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least 60 days after issuance of contract award which may be increased or decreased due to demand of time/situation.



SECTION-V. TECHNICAL SPECIFICATIONS DUPLICATING PAPER, MASTER ROLLS & INK

S.No.	SPECIFICATION	QTY	RATES INCLUDING ALL GOVT. TAXES	TOTAL
1	Duplicating Paper Ream containing 500 sheets in each 55 & 60 Grams Super Quality, smooth finish good texture strictly without any variation in any ream under any circumstance $14 \times 8 \frac{1}{2}$ " subject to satisfactory acceptance & printing on our Risograph Machines. Any ream which is not suitable for Risograph Machine is to be replaced immediately.	14,000 Reams	Rs Per Ream	
2	Ink SF -5250	300 Bottles	Rs Per Bottle	
	GRAND TOTAL=			



	Rupees In Words	Rupees In Figures
Total cost of the Bid:		
(as offered by the Bidder)		
3% (Three percent) amount		
of the Bid Price		
Bid Security (Refundable)		

AGREEMENT

This AGREEMENT is executed at KARACHI, on this day_____.

BETWEEN

M/s. Board of Intermediate Education, Karachi, through its Secretary, hereinafter called and referred to as "BIEK" (when expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

<u>M/s.</u>_____, having its office at _____, **Karachi**, hereinafter referred to as "Supplier" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successors and assigns), through its Managing Partner Mr._____, holding CNIC No._____ on the SECOND PART.

WHEREAS "BIEK" intends to obtain Computers and I.T. Related Items "THE SUPPLIER" have offered to provide Computers and I.T. related Items as per Technical Specification mentioned in bidding documents and handing over the material to the "BIEK" having accepted the offer.

"BIEK" hereby offer to appoint "THE SUPPLIER" as their official supplier for the supply of Computers and I.T. related Items in respect with the Terms & Conditions of the Bidding documents. "THE SUPPLIER" hereby agrees to the offer of the "BIEK" in acceptance of the terms & conditions here in below forth.

ARTICLE –I DUTIES & SCOPE OF SUPPLIES & AGREEMENT

1.1 requirement mentioned in Tender BOQ.

Article No.	S.No	Item Description	Qty	Rate per Unit (with all taxes)	Amount
		GRAND TOTAL =			

- 1.1 "SUPPLIER" agrees to provide item to "BIEK" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "SUPPLIER" will coordinate with Superintendent, Admin General Section, of the "BIEK" who will assist "SUPPLIER" in Supervision of proposed work / supply.
- 1.3 "THE SUPPLIER" hereby agrees to accept variation if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

1.4 All logistic charges will be borne by "THE SUPPLIER"

ARTICLE-II SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Superintendent Admin General Section "BIEK" as & when required.
- 2.3 Delivery 60 days after issuance of work order.

ARTICLE-III REMUNERATION

- 3.1 The cost offered by the Supplier is <u>Rs. /=</u> (**Rupees** Only) (inclusive of all taxes) supply of Computers and I.T. related Items vide tender # **BIEK/AG/L&N/315/2019** variation may occurred. The cost is inclusive of labour/transportation/supplies/etc.
- 3.2 Liquidity damages as per SPPRA Rules.
- 3.3 Payment will be made after delivery and submission of invoice.
- 3.4 Performance Security 10% of total amount of Work order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / Work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es) Challan(s) / Levy(ies). If any on additional will be paid / borne by SUPPLIER as per SRO Notification.

ARTICLE-IV ARBITRATION

4.1 In case of any dispute, difference or and question which may at any time arise between parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to Chairman BIEK whose decision will be binding on the parties and cannot be challenged in the court of law.

ARTICLE – V TERMINATION

5.1 "BIEK" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 day's notice.

ARTICLE –VI <u>NOTICE</u>

6.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

ARTICLE –VII <u>INDEMNITY</u>

7.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep BIEK and any person claiming through BIEK fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of BIEK or any fault, neglect or omission by "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "THE BIEK" and any person claiming through the BIEK.

ARTICLE –VIII INTEGRITY PACT

8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).

8.2 Without limiting the generality of the forgoing the M/s. ______, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within the BIEK directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the BIEK, except that which has been expressly declared pursuant hereto.

8.3 M/s. ______, accepts full responsibility and strict liability for making any false declaration / statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the BIEK under any law, contract, or other instrument, be stand void at the discretion of the BIEK.

8.4 Notwithstanding any right and remedies exercised by the BIEK in this regard, M/s. __________..., agrees to indemnify BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to BIEK in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. ______..., as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the BIEK.

ARTICLE –IX MISCELLANEOUS

9.1 Any addition & alteration (s) made for item(s) as required by BIEK on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately / extra on 'Quantum Merit' basis before & on final material handed over to the "BIEK". After FINALAIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

9.2 The terms & conditions of this AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

- 9.3 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.4 All terms and conditions of tender vide # BIEK/AG/L&N/315/2019 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

"Board of Intermediate Education, Karachi" NAME: ______ CNIC#_____ Address:

M/s. _____. NAME: CNIC # Address:

2._____

WITNESS:

1._____

CNIC#

Address:

CNIC#

Address:



SUMMARY OF TURN-OVER OF LAST THREE YEARS					
YEAR-2015 YEAR-2016 YEAR-2017					
TOTAL:					

<u>CERTIFICATE</u>

I/We have carefully read & understood the Terms & Conditions whatever has been stated herein the enclosed pages and abide to the same. I/We guarantee to supply/deliver/install the items exactly in accordance with the requirements and enclosed the Bid Security payable to Board of Intermediate Education, Karachi.

SIGNATURE WITH DATE:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
-	
FULL NAME OF CONCERNED PERSON:	
CNIC NUMBER:	
POSITION HELD IN:	
PHONE NUMBER(S):	
MOBILE NUMBER(S):	
FAX NUMBER(S):	
NATIONAL TAX NUMBER:	
GENERAL SALES TAX NUMBER:	
STAMP OF THE FIRM:	
PAY ORDER NUMBER:	
BANK & BRANCH NAME:	
DATED:	
FOR RUPEES:	
DRAWN: as Bid Security is enclosed herewith.	

Page 16 of 16