BOARD OF INTERMEDIATE EDUCATION KARACHI



STANDARD BIDDING DOCUMENTS FOR NATIONAL COMPETITIVE BIDDING

INGLE STAGE – ONE ENVELOPE PROCEDURE

TENDER FOR PROCUREMENT OF COMPUTER STATIONERY & ACCESSORIES

IN RESPECT OF THE

 TENDER NO
 :
 BIE/AG/L&N/ 423 /2022

 DATED
 :
 06.04.2022

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)



INSTRUCTIONS TO BIDDERS

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.

<u>SECTION – I</u>

BID DATA SHEET

INTRODUCTION					
ITB 1.1	Name of Contract	Procurement of Computer S	tationery &		
		Accessories	-		
ITB 4.1	Name of Procuring Agency	Board of Intermediate Education	on Karachi		
ITB 6.1	Procuring agency's	Board of Intermediate Education			
	address, telephone, te	5			
	and facsimile number	Tel: 99260211, 99260212 & 9926	0213		
		Fax: 99260203 & 99260208			
ITB 8.1	Language of the bid	English or Urdu			
	BID PRIC	AND CURRENCY			
ITB 11.2		kistani currency inclusive of all Taxes			
		l and Labour charges involved there			
ITB 11.5	During the entire period of bid validity, the price shall be fixed and the				
		the required items as per specifications and			
	quoted rates.				
	PREPARATION A	ID SUBMISSION OF BIDS			
ITB 13.3 (d)	Oualification •	03 years experience in the relevant field (Client List)			
	Requirements	urn-over of at least last three years hav ninimum Rs.05 Million for one year in Copies of financial statements / Aud ttached.	last 03 years		
	•	 Minimum 3 contracts of Rs.02 Million in last 3 year of similar goods / jobs 			
	•	 <u>Submission of Samples pertaining to paper alo</u> with bidding documents is mandatory as well bi submitted without samples shall be treated as "No <u>Responsive".</u> 			
	•	 Registration with Federal Board of Revenue (for Income Tax and Sales Tax in case of procure of goods. 			
	•	n Affidavit on Stamp Paper that the fille een Blacklisted	rm has never		



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 <i>Secretary, Board of Intermediate Education Karachi</i> 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 <i>Procurement Wing, Administration</i> General Section (Chairman's Secretariat), Ground Floor, Board of Intermediate Education, Karachi.
ITB 18.2 (b)	IFB Title & Number	Procurement of Computers Stationery & Accessories IFB No: BIE/AG/L&N/ 423/2022 Dated: 06-04-2022
ITB 19.1	Deadline for Bid Submission	Wednesday 27 th April, 2022 up to 3:00 p.m Sealed bids duly filled-in, mentioning on top of the envelope Procurement of Computer Stationery. "
ITB 22.1	Time, Date & Place for Bid Opening	Bids duly stamped on each document must be submitted in the office of the <i>Procurement Wing,</i> <i>Administration General Section (Chairman's</i> <i>Secretariat), Ground Floor, Board of Intermediate</i> <i>Education, Karachi</i> , in a sealed cover on <u>27-04-2022</u> up to <u>01:30 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 90 days after issuance of contract award which may be increased or decreased due to demand of time/situation.



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<u>SECTION – II</u>

GENERAL CONDITIONS OF CONTRACT

- i) Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.
- ii) Shortcomings in submission of documents related to Eligibility Criteria or nonsubmission of Bid Security or specimen/samples shall be rejected.
- iii) 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.
- iv) 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.
- v) 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.
- vi) Inferior, low quality or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.
- vii) The bidder with the "Lowest Evaluated Cost" but not necessarily the "Lowest Submitted Price" shall be awarded the Procurement Contract.



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 is:	Board of Intermediate Education, Karachi.
2)	GCC 1.1 (h)	The Procuring agency's country is:	Islamic Republic of Pakistan.
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. <u>PERFORMANCE SECURITY (GCC CLAUSE 7)</u>

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 Language shall be:	English.
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6. NOTICES (GCC CLAUSE 31)

GCC 31.1 – procuring agency's address for notice purposes:

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



7. <u>PENALTY</u>

- 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 applied as per SPPRA Rules.
- iv. forfeiting of whole Security amount
- 2) Anyone or more than one from the aforesaid penalties may be imposed upon the Supplier(s) in the following cases:
 - i. In case of transgression/deviation of the time given in the Contract Award.
 - ii. In case of transgression, deviation, mistake or low quality found in the supplied Item(s).
 - iii. 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. <u>SUBJECT TO RELEVANT SPPRA RULES</u>, THE COMPETENT AUTHORITY RESERVES THE RIGHT TO:

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.

accept or reject all or any bid.

increase or decrease quantity without any notice at any time/stage subject to ITB Clause 29.

- 9. <u>SPECIAL CLAUSE (TERMS & CONDITIONS)</u>
- a) 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
- b) Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.
- c) Shortcomings in submission of documents related to Eligibility Criteria or nonsubmission of Bid Security shall be rejected.
- d) 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.



- e) 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.
- f) 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.
- g) Inferior, Low quality, Refurbished or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.
- h) 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).
- i) 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.
- j) The Contract Award may be assigned at any time during the period of bid validity.
- k) The successful bidder will have to deposit Performance Security @ 10% of the value of Contract Award which is refundable after Ninety days of the satisfactory completion of supplies.
- I) 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.
- m) Placement of Contract Award will be subject to payment of Performance Security.
- n) The material shall be delivered to Storekeeper, 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.
- o) The items should be supplied strictly in accordance with the approved samples.
- p) 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 ninety days after issuance of contract award which may be increased or decreased due to <u>demand of time/situation</u>.



q) 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."

<u>SECTION - IV</u> 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 90 days after issuance of contract award which may be increased or decreased due to demand of time/situation.

<u>SECTION – V</u>

TECHNICAL SPECIFICATIONS

S.No.	SPECIFICATION	QTY	RATES INCLUDING ALL GOVT. TAXES	AMOUNT
1	A4 Paper in the size of 210 x 297MM 80 Grams containing 500 sheets (Fine Quality)	5000 Reams	Rs Per Ream	
2	Ink Cartridge for Codification Machine (Phezer) Model: PS100, Ink Capacity: 42ml Ink Type: Fast Dry/ Water Base	50 Nos.	Rs Per Piece	
GRAND TOTAL		Rs.	<u>.</u>	



	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)		
10% (ten percent) amount of		
the Contract Price		
Performance 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 Stationery & Accessories "THE SUPPLIER" have offered to provide Computer Stationery 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 Computer Stationery 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.	Item Description	Oty	Rate per Unit (with all taxes)	Amount
		GRAND TOTAL =		

1.2 "SUPPLIER" agrees to provide item to "BIEK" whenever and wherever form is required as per the terms & conditions of this Agreement.



- 1.3 "SUPPLIER" will coordinate with Superintendent, Admin General Section, of the "BIEK" who will assist "SUPPLIER" in Supervision of proposed work / supply.
- 1.4 "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.
- 1.5 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 agrees and acknowledges the acceptance of attending the meetings with the Superintendent Admin General Section "BIEK" as & when required.
- 2.3 Delivery 90 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 Computer Stationery. related Items vide tender # BIEK/AG/L&N/ 423 /2022 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 <u>Termination</u>

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 # BIE/AG/ L&N/ 423 /2022 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.

M/S. BOARD OF INTERMEDIATE EDUCATION KARACHI	M/S
NAME: SECRETARY CNIC NO	NAME: DESIGNATION: CNIC NO
WITNESS	WITNESS
NAME: DEPUTY SECRETARY CNIC NO	NAME: CNIC NO



SUMMARY OF TURN-OVER OF LAST THREE YEARS				
YEAR-2018 YEAR-2019 YEAR-2020				
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.	