

**FINANCE DEPARTMENT  
GOVERNMENT OF KHYBER  
PAKHTUNKHWA, PESHAWAR**



## **BID SOLICITATION DOCUMENTS**

**PROCUREMENT OF STATIONARY, MISC ITEMS AND PRINTING FOR  
FINANCE DEPARTMENT FOR FISCAL YEAR 2022-23  
(UNDER THE FRAMEWORK CONTRACT FOR ONE YEAR)**

<b><i>Procurement Ref: No.</i></b>	<b><i>:</i></b>	<b><i>2022-23-01</i></b>
<b><i>Last Date/Time for Submission of Bid</i></b>	<b><i>:</i></b>	<b><i>11.11.2022, 11:00 AM</i></b>
<b><i>Date/time of bid opening</i></b>	<b><i>:</i></b>	<b><i>11.11.2022, 11:30 AM</i></b>
<b><i>Venue</i></b>	<b><i>:</i></b>	<b><i>Conference Room, Finance Department, Khyber Pakhtunkhwa</i></b>

### **TENDER NOTICE**

Additional Secretary (Admin) Finance Department, Khyber Pakhtunkhwa invites sealed bids from reputed Authorized dealers/firms/companies for the purchase of Stationary, Misc: items & Printing for one Year from the date of entering into contract with successful bidder, under The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

#### **Terms & Conditions:**

1. The sealed bids should reach the office of undersigned on **11.11.2022** up to **11:00AM** which will be opened on the same date at **11:30AM** in the presence of the representatives of the firms who choose to be present. Bids shall be evaluated under single Stage, one Envelope Procedure (Rule 6(2)(a)) of KPPRA Rules 2014.
2. Each bidder is required to submit bid security of PKR.400,000/- in the shape of CDR in the name of Additional Secretary (Admin) Finance Department Khyber Pakhtunkhwa which shall be kept in the bid.
3. The specifications and the detailed bidding documents can be downloaded from [www.kppra.gov.pk](http://www.kppra.gov.pk) or [www.finance.gkp.pk](http://www.finance.gkp.pk).
4. [The type of Procurement shall be framework contract, for one year, and will be effective from the date of signing contract with successful bidder/ bidders.](#)
5. Pre-bid meeting will be held on **04.11.2022 at 02:00PM** in the Conference room of Finance Department.
6. Samples of all the items are available with Finance Department and will be displayed in the pre-bid meeting for all the bidders.
7. The firm/ vendor should be registered with Sales Tax and Income Tax Departments. Valid documents of sales tax, income tax, NTN and professional tax must be attached with bidding documents.
8. Incomplete bid shall not be entertained.
9. The firm/ vendor on the panel will be bound to supply the items as per schedule in the Tender document.
10. While submitting rates, the firm should include GST and all other applicable taxes in the offered rates.
11. The firm will be bound to replace the items damaged during supply.
12. Approved tender rates will be valid for 90-days from date of bidding and will not be changed.
13. The competent authority reserves the right to accept/reject wholly or partially any proposal or cancel altogether at any stage under KPPRA rules.

**ADDITIONAL SECRETARY (ADMIN)**  
Finance Department Khyber  
Pakhtunkhwa, Peshawar  
Phone# 091-9214104

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## **1: GENERAL CONDITIONS FOR BIDDING**

### **: Clarification of Bidding Documents**

A prospective bidder requiring any clarification(s) in respect of the Bidding Document/s may contact the Additional Secretary (Admin) Finance Department Khyber Pakhtunkhwa, Peshawar Ph: No.091-9212613.

### **: Amendment of Bidding Documents**

(a) At any time prior to the deadline for submission of bids, the Chairman Procurement Committee / competent authority of Finance Department Khyber Pakhtunkhwa, Peshawar may, for any reason modify the Bidding Document by issuing an addendum / corrigendum.

(b) Any addendum / corrigendum thus issued shall be the part of the Bidding Document and shall be made available online on the official websites of KPPRA.

(c) The Chairman Procurement Committee / competent authority Finance Department Khyber Pakhtunkhwa, Peshawar may at its discretion extend the deadline for the submission of bids.

### **: Eligible Bidders**

Eligibility of Bidders shall be evaluated as per the Mandatory requirement mentioned in the documents *ibid*.

### **: Documents Comprising the Bid**

The bid shall comprise of the following documents:

(a) The Tender shall be filed in / accompanied by the prescribed Forms, Schedules, Charts, Drawing, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

(b) The Financial Proposal shall comprise of the following:

1. Financial Proposal Form
2. Price Schedule
3. Bid Security (Earnest Money), PKR.400000/- as per provisions of the clause BidSecurity of this Document

(c) Any other document mentioned in the evaluation criteria.

### **: Sufficiency of bid**

Each bidder shall satisfy himself before Bidding as to the correctness of his bid and of the prices entered for the proper execution of the bid.

### **: Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Finance Department Khyber Pakhtunkhwa, will in no case be responsible or liable for those cost, regardless of the conduct or outcome of the bidding process.

**: Earnest money / Bid Security**

- a) Each Bidder shall furnish the required Earnest Money / Bid Security as part of the financial Bid envelop in the form of call deposit Receipt, in favor of the Additional Secretary (Admin) Finance Department Khyber Pakhtunkhwa, Peshawar. The Earnest Money / Bid Security shall be valid for a period as specified in the Bidding Data Sheet.
- b) Any bid not accompanied by Earnest Money / Bid Security shall be rejected by the Procurement Committee treating it as non-responsive.
- c) The Tenderer shall furnish the tender security for a sum of PKR.400000/-.
- d) The Earnest Money / Bid Security Of an unsuccessful Bidder will be returned to him after the award of the contract to any successful bidder.
- e) The Earnest Money/Bid security of the successful Bidder(s) may be forfeited, if he withdraws his bid during the period of bid validity or does not accept the correction of his bid Price in pursuance of section 3 (3.15).

**f) Who repudiates the contract**

**: The Goods**

- (a) The Goods delivered should be new and in no case used or refurbished.
- (b) The Goods should be arranged through legal channels and all duties/taxes (if any) levied by the Government should be paid by the Bidder.
- (c) If the concerned officers of the procurement committee reject any Good during its opening/installation due to any justifiable reason, then the successful Bidder will be bound to replace it.

**: Dispute Resolution**

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.

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

**: Rejection of Bids**

Bid may be rejected if:

- a) Eligibility criteria are not met or are rejected as per evaluation criteria.
- b) Bid is submitted without the required Earnest Money/Bid Security.
- c) Bid is received after the specified date and time as per the Bidding Data Form.
- d) If the supplied items are not in accordance with the sample available with Department, and if the not accordance to the sample, the bidder will be disqualified.
- e) If the bidder has no Sales Tax Registration, NTN and vendor Number.
- f) Any other major discrepancy found in the proposal.

2:

## SUBMISSION OF BID

### (Instructions to Bidders)

The Bidder is expected to follow all instructions and specifications in the bidding document.

Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document will be at Bidder's risk and may result in the rejection of bid

#### (Modality for bid Evaluation)

Bids will be evaluated on the whole quantity & price of each package and not on the single or partial quantity, hence the bid must be for the whole quantity of each package in schedule of requirements, and not for partial or single quantity.

The bid shall remain valid for the period stipulated in the Bidding Data Sheet.

A Bidder may apply for single or multiple packages, If he intends to apply for multiple Packages in the bid.

The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder.

Business Stamp shall be affixed on every page of the bid or shall be initialed by the person submitting the bid

A bid submitted with an adjustable price quotation/ conditional will be treated as non-responsive and will be rejected.

The bid shall be delivered in person or sent by registered mail at the address given in the bidding Data Sheet not later than the time and date stipulated therein.

The bid should be addressed to the Additional Secretary (Admin) Finance Department Khyber Pakhtunkhwa, Peshawar. The name and address of the Bidder should also be available on the inner and outer envelopes to enable the bid to be returned unopened in case it is declared "Late"

A bid submitted through fax or e-mail shall not be considered.

Any bid received after the deadline will be returned unopened to the bidder.

The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the office of Additional Secretary (Admin) Finance Department Khyber Pakhtunkhwa, prior to the deadline prescribed for submission of bids.

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

No bid shall be withdrawn in the interval between the dead line for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the bid security.

The prices shall be fixed and must be inclusive of all relevant taxes. If a tax is not mentioned, then the offered price will be considered as inclusive of all prevailing/applicable taxes.

If these instructions to Bidders are not fully complied by the bidder, the bid shall be rejected.

Bids will be opened in the presence of bidders / Suppliers or their Representative **who chooses to be present** in the office of Chairman Procurement Committee/Conference Room of Finance Department, on closing date & time as mentioned in the Tender Notice and Bid Data Sheet.

The Chairman Procurement Committee / Competent Authority reserve right to modify the Bidding Documents at any time prior to the deadline for submission of bids by issuing an addendum. Any addendum issued by Competent Authority shall be part of the Bidding Documents and will be available online on the official website of KPRA. Price and sales tax must be quoted in Pakistani Rupees.

All applicable taxes shall be deducted as per Pakistani Laws of the Land.

All items shall be supplied as per supply order/contract.

The successful bidders will execute an agreement with the Chairman Procurement Committee / Competent Authority on a stamp paper of Rs.100/- or available denomination duly attested by Oath Commissioners /Notary Public to the effect that the Firm will supply the required items within the stipulated time without cost escalation.

The Chairman Procurement Committee / Competent Authority has the right to cancel the contract partially or entirely, during the current financial year, if the supply is found substandard, short in quantity or in case of failure to supply the same in time and as a consequence the bid security will be forfeited and such firm will be declared black listed.

Submission of any false statement or concealment of material facts shall render the bidder disqualified.

KPPRA rules and regulations will be followed during all the process of tender/bid.

The office of the Chairman Procurement Committee/Competent Authority of Finance Department reserves the right to accept or reject any or all the bids/proposals with proper reason(s) as per KPPRA rules and bidder/Supplier will not claim for any compensation of any nature whatsoever.

The sealed bid/proposal complete in all respect should reach the Office of the Additional Secretary (Admin) Finance Department KPK on or before the Date & Time mentioned in the Tender Notice and Bid Data Sheet. The bid will be opened on the same day at time mentioned in the Tender Documents and Bid Data Sheet in the presence of bidders or their authorized representatives.

The Successful Supplier/bidder will provide warranty as specified in the specifications for the replacement or repair of the procured goods falling in the warranty period.

Payments will be made to the contractor/bidder on completion of supply within the stipulated period, amicably agreed upon by the parties, in the contract agreement, after submission of physical verification / inspection report by the procurement committee and approved by the Competent Authority.

### 3. **BID OPENING, CLARIFICATION AND EVALUATION/BIDDING PROCEDURE**

The bids will be opened in the presence of the Bidders or their representatives who chose to attend at time, date and location stipulated in the bidding Data sheet and Tender Notice.

Bidders or representatives of the Bidders who chose to attend shall sign the attendance sheet.

The Bidder's name, bid prices, the presence or absence of the BID Security, and such other details as the Chairman of the Procurement Committee at its discretion may consider appropriate, will be announced at the time of bid opening.

A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document.

A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity for present procurement.

The Procurement Committee of Finance Department Khyber Pakhtunkhwa will evaluate and compare the bids which have been determined to be substantially responsive.

The Chairman of the Procurement Committee shall announce the result of the bid evaluation at least ten (10) days prior to the award of contract.

The Chairman Procurement Committee may waive off any minor informality or nonconformity in a bid which does not constitute a material deviation, provide such a waiver does not prejudice or affect the relative ranking of any Bidder.

The Procurement Committee 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.

In exceptional circumstances, the Chairman Procurement Committee 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 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request to extend the validity of bid will not be required nor permitted to modify the bid and in such case his bid security shall not be forfeited.

Proposals will be opened on the tender opening date as specified in the Bidding Data Sheet.

Bids will be opened at the time and date as mentioned in the Bidding Data Sheet and Tender Notice.

To assist in the examination, evaluation and comparison of bids, the Chairman Procurement Committee Finance Department may, at its discretion, ask the Bidder for a clarification of its bid (in case of any ambiguity / error). The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

The bids will be evaluated as per specifications laid down for each Goods / Services proposed for purchase. The bids which do not conform to the prescribed specifications and terms & conditions of tender, will not be accepted. Goods must be of good quality.

If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures, the amount in word shall be prevailed and the amount in figures shall be corrected.

The cost of bid should be inclusive of supply and warranty of the Good. No separate cost shall be entertained for such work.

The bidder should quote one price for each item. Two or more prices for one item will be treated as non-responsive so far as it relates to that quoted item.

The price quoted shall be Delivered Duty Paid (inclusive of all applicable taxes & transportation charges, if any) price only

The bidders cannot bid for partial quantities of an item or Package.

The bidders may bid for any or all Packages as specified in the Schedule of Requirement Form



Any bid found as conditional or in any manner whatsoever ambiguous will be treated as non-responsive and will be rejected.

### The Bidding Procedure

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

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

Single stage, one Envelope Procedure (Rule (6) (2) (a) KPPRA 2014)

- i) The **Procuring Entity** shall evaluate the bid so received, without reference to the price and reject any proposal which do not conform to the specified requirements;
- ii) During the evaluation process, no change in the price/ proposal shall be permitted; and the same shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;

#### A. Mandatory requirement:

S.NO	Requirement	Documentary Proof/page No.
1	Brief Company profile	Company Profile
2.	Bidders should be registered entities with the Government (Company with SECP, Partnership Firms with Registrar of Firms & Sole Proprietorship with Registrar of Firms/). However, bidders are not required to be locally registered with the procuring entity.	Registration Certificates
3	Income Taxpayer	Registration Certificates
4	Sales Taxpayer	Registration Certificates
5	Undertaking on legal valid and attested stamp paper of Rs: 100 duly attested by Oath Commissioner / notary Public that the firm is not blacklisted by any of Provincial Departments, Agencies, Organizations or autonomous bodies.	Undertakings
6	A Certificate must be attached showing that the equipment/supplies quoted by the firm are imported through legal channel/(s) and no grey channel/smuggled product is quoted where applicable.	Undertakings
7	The Bidder shall have registered business for the last three years.	Documentary Proof
8	An affidavit stating that a bid security amounting to PKR.400000/- has been placed in the financial proposal or bid	Undertakings
9	Performance certificate issued by Government Department in similar nature projects	Documentary Proof
10	Proof of Similar nature & value Projects for the last three years	-do-
11	Company/ Firms should have office in the Khyber Pakhtunkhwa	-do-
12	Bank Statement	-do-

#### **4: TIME FOR COMPLETION OF CONTRACT AND WARRANTY**

##### **(Instructions to Bidders)**

##### **Supply of Goods and Services**

- a) Goods shall be delivered / supplied at the office of Section Officer (Admin) Finance Department Khyber Pakhtunkhwa (within the specified time as mentioned in the bidding Data Form at the cost of the successful Bidder.

##### **Warranty**

- a) A comprehensive local on-site warranty period for the Goods supplied must be mentioned. The period of warranty is specified in the Specifications of the quoted items.
- b) The warranty period will start from the date of inspection / testing of the Goods in presence of the Bidder and the Procurement Committee.
- c) If any fault / defect occur in the Goods during the warranty period, it will be replaced by the Bidder at his own risk and cost.
- d) The Bidder shall provide the services of maintenance within 72 hours after filling of a complaint by the Section Officer Finance Department Khyber Pakhtunkhwa (within the warranty period without any service charges).

#### **5: PROCESS TO BE CONFIDENTIAL**

##### **(Instructions to Bidders)**

No Bidder shall contact procurement committee on any matter relating to his bid from the time of the bid opening to the time the bid evaluation result is announced. The evaluation result shall be announced at least ten (10) days prior to Award of Contract.

Any effort by a Bidder to influence any officer of the procurement committee in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

Whereas, any bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the bid evaluation result. However, a mere fact of lodging a complaint shall not warrant suspension of the procurement process.

## **6: AWARD OF CONTRACT**

### **Award of Contract Criteria**

- a) The CONTRACT shall be awarded to the Bidder(s) as per Rule 6(2)(a) of the KPPRA Rules, 2014.
- b) The Chairman Procurement Committee, Finance Department Khyber Pakhtunkhwa reserves the right to :-
  - i. Increase or decrease the quantity of the Goods without any change in the unit price or other terms and conditions, by mentioning cogent reason.
  - ii. Accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or with obligation to inform the affected Bidders of the grounds for the action of the Procurement Committee.
  - iii. Notice of the rejection of bids shall be given to the Bidders.
- c) The Chairman Procurement Committee observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.

### **Notification of Award**

Prior to expiry of the period of bid validity, the Chairman Procurement Committee, Finance Department Khyber Pakhtunkhwa, will notify the successful Bidder in writing that his bid has been accepted.

### **Payment and Currency**

Payment shall be made in Pak. Rupees after successful installation of the Goods.

### **Taxes**

All applicable taxes shall be deducted at source as per Government Rules.

### **Signing of the Contract Form**

The Chairman Procurement Committee will notify the successful Bidder that their bid has been accepted, and will send the Bidder the Contract Form provided in the Bidding Document or form at the time of signing of contract incorporating all agreements between the parties.

The successful Bidder shall sign and date the Contract Form on the Rs.100 or any available denomination Stamp Paper duly attested by Oath Commissioner / Notary Public and return it to the Additional Secretary (Admin) Finance Department Khyber Pakhtunkhwa, within three (3) days of the receipt of the said Contract Form.

#### 7: BID DATA SHEET

(1)	Brief description of work	Procurement of Stationary, Misc; items & Printing for Finance Department Khyber Pakhtunkhwa
(2)	Deadline for Submission of bid	<b>11.00 AM on 11.11.2022</b>
(3)	Address for submission and opening of bid	Office of the Additional Secretary (Admin) Finance Department Khyber Pakhtunkhwa, Peshawar.
(4)	Name of Client	Finance Department Khyber Pakhtunkhwa Peshawar
(5)	Contract Type	<b>The type of Procurement shall be framework contract and will be effective from the date of signing contract with suppliers.</b>
(6)	Validity of Bid	<b>Bid will be valid for 90-days from the date of bidding and may be extended by the P.E with the bidder, if required.</b>
(7)	Value of Earnest Money/Bid Security	PKR.400000/- in the shape of CDR (only) from the scheduled bank.
(8)	Validity of Earnest Money/Bid Security	Till the completion of contract..
(9)	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
(10)	Bid Currency	The bid to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees.
(11)	Bidding Procedure	Single Stage-One Envelope bidding procedure as per Rule 06 (2)(a)of KPPRA Rules 2014
(12)	Timeframe for completion	The successful Bidder shall be bound to supply the Goods to Finance Department Civil Secretariat Peshawar within the delivery Scheduled/period after the award of contract / Purchase order.
(13)	Clarification (s) on Bidding Documents	Additional Secretary (Admin) F i n a n c e Department Khyber Pakhtunkhwa
(14)	Warranty period	On site comprehensive local warranty as mentioned in Specification Sheet, where applicable.
(15)	Language of bid	English

**8. DELIVERY SCHEDULE / SCHEDULE OF REQUIREMENT FORM**

**Package -1 Paper stationary**

S.NO	DESCRIPTION OF ITEM	Specification	Unit	Delivery schedule
1	Computer Paper Legal 80-Grams Imported (500 sheets)	As per sample	Ream	15 days
2	Computer Paper A4 80-Grams Imported	As per sample	Ream	15 days

**Package -2 ordinary stationary**

3	Line Printer Papers (80-Columns)	As per sample	Ream	15 days
4	Stapler Machine (Best Quality)	As per sample	Piece	15 days
5	Paper Pins (Best Quality) (Packets)	As per sample	PKT	15 days
6	Uniball eye (Black, Blue, Red)	As per sample	PKT	15 days
7	Gum Sticks (Packets)	As per sample	PKT	15 days
8	Sticking Pad (03 Size)	As per sample	PKT	15 days
9	Steel Scale Best Quality	As per sample	Piece	15 days
10	Paper Cutter	As per sample	Piece	15 days
11	Scissor	As per sample	Piece	15 days
12	Punch Machine single hole	As per sample	Piece	15 days
13	Duster (Large Size)	As per sample	Piece	15 days
14	Small Tags (Bundles)	As per sample	PKT	15 days
15	Envelopes (Small Size 9x4)	As per sample	Piece	15 days
16	Highlighter	As per sample	Piece	15 days
17	Markers (Best Quality)	As per sample	Piece	15 days
18	Pencil Eraser	As per sample	PKT	15 days
19	Steel Sharpeners	As per sample	PKT	15 days
20	Short hand pencils	As per sample	PKT	15 days
21	Stapler Pins	As per sample	PKT	15 days
22	White Fluid Pens	As per sample	Piece	15 days
30	Short Hand Books	As per sample	Piece	15 days
31	Blank Registers	As per sample	Piece	15 days
32	Colored Flags	As per sample	PKT	15 days
33	Ball Points	As per sample	PKT	15 days
34	Table set	As per sample	Unit	15 days

**Package -3 Computer Stationary**

S.NO	Description	Specification	Unit	Delivery Schedule
1	Toner 80-A	As per sample	Toner	15 days
2	Toner 30-A	As per sample	Toner	15 days
3	Toner 32-A	As per sample	Toner	15 days
4	Toner 26-A	As per sample	Toner	15 days
5	Toner 83-A	As per sample	Toner	15 days
6	Toner 78-A	As per sample	Toner	15 days
7	Toner 05-A	As per sample	Toner	15 days
8	Toner 107-A	As per sample	Toner	15 days

Package -4 Other item

Sr.No	Name of item	Specification	Unit	Delivery Schedule
1	TISSUE BOX	As per Sample	BOX	15 days
2	TIOLET ROL	As per Sample	Roll	15 days
3	AIR FRESHNER	As per Sample	Piece	15 days
4	MOSQUITO KILLER SPRAY	As per Sample	Piece	15 days
5	EXTENSION BOARD	As per Sample	Piece	15 days
6	TOWEL	As per Sample	Piece	15 days
7	WIPER (large)	As per Sample	Piece	15 days
8	WALL CLOCK	As per Sample	Piece	15 days
9	ELECTRIC KATLE	As per Sample	Piece	15 days
10	COFFE MAKER	As per Sample	Piece	15 days
11	DUSTBIN	As per Sample	Piece	15 days
12	LED LIGHT	As per Sample	Piece	15 days
13	TABLE LAMP	As per Sample	Piece	15 days
14	SWEEP	As per Sample	Bottle	15 days
15	HARPIC	As per Sample	Bottle	15 days
16	PUCHARA-P2	As per Sample	Piece	15 days
17	PHENYLE	As per Sample	Piece	15 days
18	BACK CARE	As per Sample	Piece	15 days
19	WATER COOLER MEDIUM SIZE	As per Sample	Piece	15 days
20	HAND WASH	As per Sample	Piece	15 days
21	SIRF SODA	As per Sample	PKT	15 days
22	VIM	As per Sample	PKT	15 days
23	POE SWITCHES	As per Sample		15 days
24	JARU	As per Sample	Piece	15 days
25	JARU STICK(WOODEN)	As per Sample	Piece	15 days
26	JARU STICK RING	As per Sample	Piece	15 days
27	MAP	As per Sample		15 days
28	DETOL (PERFUMED SMELL)	As per Sample	Bottle	15 days
29	MASK (5 LAYER BEST QUALITY)	As per Sample	Box	15 days
30	MASK N95	As per Sample	Piece	15 days
31	SANITIZER BEST QUALITY (300ML)	As per Sample	Piece	15 days
32	SANITIZER BEST QUALITY(GALLON)	As per Sample	Piece	15 days
33	DETOL SOAP	As per Sample	Piece	15 days
34	SANITIZER DISPENSER(STEEL)	As per Sample	Piece	15 days
35	WHIPER(SMALL)	As per Sample	Piece	15 days
36	FLASH BRUSH	As per Sample	Piece	15 days
37	FLOOR BRUSH	As per Sample	Piece	15 days
38	CEILLING BRUSH (جالی برش)	As per Sample	Piece	15 days
39	SCOTCH BRIGHT (شوڑا)	As per Sample	Piece	15 days
40	PLASTIC BALTI	As per Sample	Piece	15 days
41	MUG	As per Sample	Piece	15 days
42	ACID	As per Sample	PKT	15 days
43	LOTA (لوٹا)	As per Sample	Piece	15 days
44	WIRELESS BELL	As per Sample	Piece	15 days
45	Wallpapers	As per Sample	Piece	15 days
46	Wall penal	As per Sample	Piece	15 days
47	Ceiling	As per Sample	Piece	15 days
48	Window blind	As per Sample	Piece	15 days
49	Curtains	As per Sample	Piece	15 days
50	Door closures	As per Sample	Piece	15 days
51	Door locks	As per Sample	Piece	15 days
52	Prayer mate(جایی نماز)	As per Sample	Piece	15 days
53	Electric braker	As per Sample	Piece	15 days
54	Main switch	As per Sample	Piece	15 days
55	Self lock	As per Sample	Piece	15 days
56	Tables glass	As per Sample	Piece	15 days

**Package -5 PRINTING ITEMS**

Sr.No	Name of item	Specification	Unit	Delivery Schedule
1	PAKKA FILE COVER	As per Sample	File	15 Days
2	FILE BOARD (FLIPER)	As per Sample	File	15 Days
3	KACHA COVER SUPERIOR	As per Sample	File	15 Days
4	NOTE SHEET	As per Sample	Pad	15 Days
5	DRAFT PAD	As per Sample	Pad	15 Days
6	OFFICER NOTE BOOK SMALL SIZE	As per Sample	Pad	15 Days
7	OFFICER NOTE BOOK LARGE SIZE	As per Sample	Pad	15 Days
8	FRESH DAK COVER	As per Sample	Pad	15 Days
9	DIARY REGISTER	As per Sample	Register	15 Days
10	DISPATCH REGISTER	As per Sample	Register	15 Days
11	DAK BOOK	As per Sample	Pad	15 Days

## 1: GENERAL CONDITIONS OF CONTRACT

<b>1. Definitions</b>	<p>1.1 In this Contract, The following terms shall be interpreted as indicated:</p> <p>a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Purchaser and Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations:</p> <p>c) "The Goods" means all of the items mentioned in the Price Schedule Form which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>d) "The Services" means installation and other services ancillary to supply of Goods covered under the Contract at the installation sites as mentioned in the SCC.</p> <p>e) "GCC" means the General Conditions of Contract Contained in this section</p> <p>f) "SCC" means the Special Conditions of Contract</p> <p>g) "The Purchaser" means the organization purchasing the Goods, as named in SC.</p> <p>h) "the Supplier" means the entity supplying the Goods and the services</p> <p>i) "Day" means calendar day.</p> <p>j) "The Installation site" where applicable, means the place named in SCC.</p>
<b>2. Application</b>	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
<b>3. source of import</b>	<p>all goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and service.</p> <p>For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied.</p> <p>Goods are produced when, through manufacturing or processing.</p>
<b>4. Standard</b>	The Goods and the Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications
<b>5. Contract Duration</b>	The Contract Duration shall be for one year starting from the date of entering in to contract with successful supplier.
<b>6. Use of Contract Document and information</b>	The Supplier shall not without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance
<b>7. Contract language</b>	The Contract and all documents relating to the Contract, exchanged between the supplier and the Purchaser, shall be in English. The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation.
<b>8. Commercial Availability</b>	The Goods supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods shall have been sold, installed and operationalized in more than two installations initiated under two separate contract by manufacturer
<b>9. Execution Schedule</b>	The supplier shall deliver Goods/ordered equipment within the period as mentioned in Delivery schedule.
<b>10. Inspections and Tests</b>	10.1 The Purchaser or its representative shall have the right to inspect and and/or to test the Goods and the Services to confirm their conformity to the



	<p>Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and test the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing. In a timely manner, of the identity of any samples retained for these purposes.</p> <p>The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the supplier shall either replace the rejected Goods, Services or Works or make all alterations (up to the satisfaction of the Purchaser) necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.</p> <p>The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.</p> <p>Nothing in GCC Clause 10 shall in any way spare the Supplier from any warranty or other obligations under this Contract.</p>
<b>11. Spare parts and Support</b>	<p>The supplier shall ensure that the Goods provided under the Contract are standard and of exact Equipment / Hardware, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>The supplier shall maintain sufficient backup stock of spare parts and tools locally, for the maintenance of the supplied Goods, during the warranty period.</p> <p>The supplier shall ensure availability of spare parts and technical assistance for all components for the period of their warranty after the completion of final acceptance.</p> <p>The supplier shall give six months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Guarantee.</p>
<b>12. Packing</b>	<p>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.</p>
<b>13. Delivery and Documents</b>	<p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of requirement Form.</p> <p>For purposes of the Contract, Delivered Duty Paid (DDP) trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes.</p>
<b>14. Transportation</b>	<p>The Supplier is required under the Contract to transport the Goods to the office of the Section Officer (Admin) Finance Department Khyber Pakhtunkhwa Peshawar.</p>
<b>15. Warranty</b>	<p>The Supplier shall warrant to the Purchaser that the Goods supplied by the Supplier, under the Contract are genuine, brand new, non-refurbished, unaltered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>The Supplier shall further warrant that the Goods/Services supplied by the Supplier, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods/Services.</p> <p>The Supplier shall provide local warranty for the period as mentioned in the Specification of the furniture and curtain to be procured in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:</p> <p>Free, on site repair / replacement of defective / damaged parts and labor, within 72 hours of intimation;</p> <p>On site replacement of defective / damaged Goods, if repair of such Goods involves duration exceeding</p> <p>The purchaser shall, by written notice served to the Supplier, indicate any claim(s) arising under the warranty:</p> <p>The Supplier shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.</p>

	<p>If the Supplier, having been notified, fails to remedy the defect(s) within the specified period in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other right which the Purchaser may have against the Supplier under the Contract.</p> <p>This warranty shall remain valid for a period specified in the Bidding Document after the Goods thereof as the case may be, have been delivered to and accepted.</p>
<b>16. Payment</b>	The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and upon fulfillment of other obligation stipulated in the Contract. The Method of payment will be as mentioned in SCC.
<b>17. Contract Amendments</b>	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and the Supplier.
<b>18. Delays in the Supplier's Performance</b>	<p>Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement Form / Delivery Schedule.</p> <p>If at any time during performance of the Contract, the Supplier encounter conditions impeding timely execution of the Contract wholly or partly, the Supplier shall convey the Procurement Committee in writing of the fact of the delay, its likely duration and its cause(s) As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>Except as provided under GCC Clause, 22, 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 19, unless an extension of time is agreed upon pursuant to GCC Clause 18.2 without the application of liquidated damages.</p>
<b>19. Liquidated damages</b>	19.1 Subject to GCC Clause 22, if the Supplier fails to deliver any or all of the Good or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract deduct from the contract price a sum equivalent to 0.5 % per day of the delayed goods or un performed services until actual delivery of performance upto maximum of 15 days. In case of delay of more than 15 days P.E shall have the right to forfeit the Performance bank guarantee @ 10% and will assign the contract to the next lowest bidder.
<b>20. Forfeiture of Performance Guarantee</b>	<p>The Performance Guarantee shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:</p> <ul style="list-style-type: none"> <li>• If the Supplier fails to fulfill any of the obligations under the Contract</li> <li>• If the supplier fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract the Purchaser may without prejudice to any other right of action / remedy it without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the Supplier.</li> <li>• Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Guarantee amount will be forfeited and the company / firm will not be allowed to participate in future tenders as well.</li> <li>• If the Supplier commits a default under the Contract;</li> </ul>
<b>21. Termination for default</b>	<p>21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice to Supplier, may terminate this Contract in whole or in part:</p> <p>(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 purchaser pursuant to GCC Clause 18.2 or</p> <p>(b) If the Supplier fails to perform any other obligation(s) under the Contract</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:</p> <p>"Corrupt and fraudulent practices" includes the offering giving receiving, or soliciting of anything of value to influence the action of a public official or</p>

	<p>the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of fact in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open completion and any request for, or solicitation of anything of value by any public official in the cause of the exercise of his duty.</p> <p>21.2 in the event the Purchaser 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 Purchaser for any excess cost for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated:</p>
<b>22. Force Majeure</b>	<p>The Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure.</p> <p>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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof,. Unless otherwise directed by the Purchaser 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.</p>
<b>23. Notices</b>	<p>23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's address specified in SCC and by facsimile.</p>
<b>24. Taxes and duties</b>	<p>Supplier shall be entirely responsible for all taxes, duties, license fees, and transportation charges etc, incurred until delivery of the contracted Goods to the Purchaser.</p>

**13. SPECIAL CONDITIONS OF CONTRACT**

**14.**

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)**

GCC 1.1 (g)- **The Purchaser is:** The office of the Additional Secretary (Admin), Finance Department Khyber Pakhtunkhwa.

GCC 1.1 (d) & GCC 1.1(k) –

**2. Inspection and tests prior to supply of Goods and Services at final acceptance are follows:**

The **Procuring Entity** or its representative shall have the right to inspect and or to test the supplies to confirm their conformity to the Contract specifications at no extra cost to the **Procuring Entity**.

**3. Packing (GCC Clause 12)**

GCC 12 - **Packing & Accessories:** The Bidder shall deliver the supplies at the office of the Section Officer Admin, Finance Department Khyber Pakhtunkhwa in scratch less condition ~~wh~~all the manufacturer supplied accessories, where applicable.

**4. Liquidated Damages: (GCC Clause 19)**

GCC 13 – The bid security will be forfeited in case the Supplier does not replace /repair the (defective) equipment / its part during the warranty period or the Supplier fails to provide the Equipment within the stipulated time period for delivery.

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

GCC 16 – The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- a) Payment shall be made in Pak. Rupees and in the name of the firm / company a crossed cheque being issued by Accountant General office (as per practice in vogue)
- b) On Acceptance: Hundred (100) percent of the Contract Price of the supplies delivered and received shall be paid after submission of claim supported by the acceptance certificate issued by the Procurement Committee.

**6. (GCC Clause 23) Notices Purchaser’s address for notice purposes:**

Name of Officer ADDITIONAL SECRETARY (ADMIN)

Complete Address Finance Department Khyber Pakhtunkhwa Peshawar

Phone Number: 091-9212613

**Supplier’s address for notice purposes:**

Name of Officer: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

**Financial Proposal Submission Form (Part of Financial Bid Envelope)** {Location, date}

To \_(Name and address of Client / Purchaser)\_

Dear Sir,

We, the undersigned, offer to provide the \_(Insert title of assignment)\_ in accordance with your Request for Proposal dated \_(insert date)\_. Our attached Financial Proposal is for the sum of \_(insert amount in words and figures)\_ This amount is inclusive of all taxes.

Our Financial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity of framework contract.

We also declare that the Government of Pakistan / Khyber Pakhtunkhwa has not declared us for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices, We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provision of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant

Date:

**Price Schedule/ Financial Cost Sheet**

Financial Proposals should be substantially in the form of the Cost sheet along with specification of items provided below. Bidders must itemize all costs associated with providing the required deliverables and services in a tabular format similar to the following:

S.No	Item Description	No. of Units	Price per unit (Excluding all taxes)	Per unit Tax	Total Cost (No. of units*(Unit cost+Unit Tax) (including all taxes)

**Total Bid Price x** (in words) Rs. \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of authorized person Name:

(Company Seal)

\_\_\_\_\_  
In the Capacity of

Dully authority by

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**

**Format for Covering letter**

To

(Name and address of Purchaser)

**Sub:** \_\_\_\_\_

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted to provide the items/ services comprise in the contract within time frame specified, stating from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of \_\_\_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of the framework contract.
- d) We agree to execute a contract in the form to be communicated by the \_(insert name of the Purchaser)\_ incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company / firm meets all the criteria indicated on your tender document.

\_\_\_\_\_  
Authorized Signatures with Official Seal

**INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

- A) To be executed by an authorized representative of the bidder.
- B) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the Charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- C) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- D) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Format of Power of Attorney**

**POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:



**On Stamp Paper of relevant value**

**UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature

(Company Seal)

\_\_\_\_\_  
In the capacity of

Duly authorized to sign bids for and on behalf of:

**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: \_\_\_\_\_

[name of Supplier] 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, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] 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 [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....[Seal]

Signature: .....{Seal}

**Simple form of Contract**

**(Note)** This is a simple form of contract a detail framework contract will be signed with supplier after award of contract.

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2021 \_\_\_\_\_ between [name of **Procuring Entity**] of [country of **Procuring Entity**] (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 **Procuring Entity** 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 Tender Document
  - b. Bidder's Proposal
  - c. General Terms and Conditions of the Contract
  - d. Special Terms and Conditions of the Contract
  - e. The schedule of Requirements (Delivery Schedule and the Price Schedule);
  - f. The technical Specification
  - g. The Award of Contract;
  - h. Earnest Money/Bid Security;
  - i. Performance Guarantee;
  - j. Affidavit(s)
3. In consideration of the payments to be made by the **Procuring Entity** to the **Supplier** as hereinafter mentioned, the **Supplier** hereby covenants with the **Procuring Entity** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Bidding Documents.
  1. The **Procuring Entity** 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.

Signature of the Purchaser: \_\_\_\_\_ Signature of the Supplier: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Seal: \_\_\_\_\_ Seal: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Witnessed By:

Witness-1; \_\_\_\_\_ Witness-2: \_\_\_\_\_

Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

CNIC: \_\_\_\_\_ CNIC: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_