



No. 847/Store

Date: 31-08-2024

**BOARD OF INTERMEDIATE & SECONDARY
EDUCATION, SAHIWAL**

Standard Bidding Documents

Last Date of Submission of Documents:

24-09-2024

PROCUREMENT OF:

Laptop

Financial Year 2024-25

NOTE:

- i. Bid only through e-Pak Acquisition & Disposal System (EPADS) will be entertained, no bid other than EPADS will be accepted.
- ii. Tender Document Fee Rs. 3100/- can be Paid through bank Challan/Deposit Slip but original challan/Deposit slip must be received before tender opening, otherwise tender of that firm can be cancelled.

CHECK LIST

Sr. No.	Description	Attachment (Yes/No)	Page No.
1	Copy of CNIC of the owner of Firm		
2	Complete Address where business is being run		
3	Address of the firm/Company/bidder must be mentioned as per FBR record/address.		
4	Copy of CNIC of the Authorized Person (if any)		
5	Power of Attorney/Authority Letter (in case any person has been authorized)		
6	Valid Income Tax Registration and Active Tax Payer / Return Filer / Certificate		
7	Valid General Sales Tax Registration (Status=Active with FBR) and active return filer		
8	Copy of Income Tax and GST Returns submitted to the FBR for the last fiscal year		
9	Copy of Professional Tax Certificate 2024-25		
10	Documents pertaining to the experience regarding the supply of items such as copies of Supply order, bills etc.		
11	Financial position/Bank Statement of the last Fiscal Year		
12	In full compliance of the Execution Schedule and Delivery mentioned in Tender Documents (Undertaking)		
13	Submission of required undertaking on stamp paper duly attested by notary public that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.		
14	Bid Security = 5% of estimated cost/price must be attached.		
15	Certificate to the effect that the rates are not abnormal (on company/firm letter head)		

TERMS & CONDITIONS

INVITATION OF BID:

1. Firms/Companies registered under Sales Tax Act / Income Tax and active tax payer having good reputation are eligible to participate in the Tender. All Tenders should be in the name of Secretary Board of Intermediate & Secondary Education, Sahiwal. Procuring agency reserves the right to reject all tenders/bids within the provisions of Rule 35 (1) of PPR-2014. **The Tender procedure shall be “Single Stage Two Envelope” as per rule 38 (2)(a) of PPR-2014.**
2. Bids only through e-Pak Acquisition and disposal system (EPADS) will be entertained (<https://punjab.eprocure.gov.pk>). No bid other than EPADS will be accepted. Bid security 5% of Estimated Price will be submitted before closing of tender through courier or physically in the office of Assistant Secretary (Store), Board of Intermediate and Secondary Education, Sahiwal, (Tel: 040-4272159). Bidder will also upload the complete scanned copy of their bid in EPADS.
3. Bidding documents, containing detailed terms and conditions can be downloaded from the websites of PPRA (<https://punjab.eprocure.gov.pk>) or BISE Sahiwal (www.bisesahiwal.edu.pk). In case of any query, guidance can be sought from in the office of Assistant Secretary (Store), Board of Intermediate and Secondary Education, Sahiwal, (Tel: 040-4272159) during office hours.

INSTRUCTION TO BIDDERS:

1. The Board Invites Bids from firms/suppliers/contractors and distributors for supply as per technical specifications given in the tender document.
2. All firms/suppliers/contractors and distributors having experience and who fulfill the criteria as per given in advertisement will stand eligible for the Bidding.
3. The Bidder should not have been blacklisted by any government, semi government or autonomous bodies etc.
4. The Bidding Documents should be read in conjunction with any Addenda issued in accordance with the terms and conditions given below.
5. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing addenda.
6. The Technical & Financial offers will be upload separately on EPADS.
7. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding document directly/indirectly from the Purchaser.
8. To give prospective Bidder reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may at its discretion, extend the deadline for the submission of Bids.
9. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
10. The Bidder shall submit the **Technical Bid and Financial Bid on prescribed Performa given by Board in Tender documents**. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. All blank spaces shall be filled in with the information requested as per specifications given in Technical Bid. Unless otherwise indicated in the Bidding Documents (BDs), alternative Bids shall not be considered.
11. **Bid Security @5%** of “Estimated Price” in favour of Secretary, Board of Intermediate and Secondary Education, Sahiwal in the shape of Pay Order/ Bank Draft or CDR issued by any branch of scheduled bank will be submitted before closing of tender through courier or physically in the office of Assistant Secretary (Store), Board of Intermediate and Secondary Education, Sahiwal, otherwise tender of that firm can be cancelled.
12. The successful bidder will furnish the @10 performance security within 07 days of the receipt of notification of award from the purchaser.
13. The Bid security of the successful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security @ 10% of the total cost before the signing of contract/agreement that will be made on stamp paper value of 0.25% of contract value.

14. Bids shall remain valid for the period of specified in the BDs after the Bid submission deadline date i.e. 90 days from the opening of Technical Bid. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
15. The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
16. The bid prepared in accordance with the instructions contained in the bidding documents must be submitted on EPADS by **24-09-2024** till **01:00PM**. Late Bids shall be rejected. The Bids will be opened on the same day at **02:00PM** in the presence of Bidders or their representative who make them available on that date and time in the meeting room of BISE, Sahiwal.
17. Technical bids information relating to the examination, evaluation, comparison, and post qualification of Bids will be communicated accordingly, however, contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
18. Any effort by a Bidder to influence the purchaser in the examination, evaluation, comparison, and post qualification of the Bids or contract award decisions may result in the rejection of its Bid.
19. A substantially responsive Bid is one that confirms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission.
20. The Chairman reserves the rights under PPRA Rules 35 may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
21. The purchaser shall award the Contract to Bidder whose offer has been determined to be technically sound and financially lowest evaluated and is substantially responsive to the Bidding documents, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
22. At the time, the contract is awarded, the Chairman BISE, Sahiwal reserves the right to increase or decrease the quantity of items to be purchased as per PPRA rules originally specified in tender. Schedule of requirement, without any change in the unit prices or other terms and conditions of the Bid.
23. Prior to the expiration of the period of Bid validity, the purchaser shall notify the successful Bidder, in writing that its Bid has been accepted.
24. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
25. The successful Bidder(s) will be responsible for all the deliveries and deliverables to the Procuring Agency / Board of Intermediate and Secondary Education, Sahiwal within stipulated time or otherwise locations described as per provision regarding delivery time or execution schedule of the Tender Documents.
26. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)'s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
27. **Laptop should be supplied within 30 days. After due date of delivery 2% to total amount of contract/supply order's value per month fine shall be charged/deducted. However, the Chairman B.I.S.E, Sahiwal is empowered to extend the supply period, on the request of Supplier submitted before the completion period but the deduction will be made as per rule.**
28. In case of Firm / Supplier fails to make supply or inordinate delay occurs, keeping in view resulting loss, the Chairman BISE, Sahiwal may impose the penalty / fine other than above said fine / forfeit CDR or may take any punitive action as he deems appropriate.
29. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Board may forfeit CDR / Pay Order and take any punitive action as deemed appropriate.
30. Payment of bill will be made after due process, on receipt of satisfactory report of user(s), Technical Committee I.T and Quality & Quantity Checking Committee.

31. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax, S.E. Duty and Professional Tax, PRA Tax / PST etc. will have to be paid by the firm(s) under the prevailing procedure / law.
32. In case of abnormal quoted rates, the Firm(s)/Bidder(s) shall be responsible.
33. Rates must be quoted in Pakistani Currency including all Taxes.
34. For examination of samples or obtaining any other information regarding tenders, Stores Section can be visited during office hours on any working day. Bidder(s) shall communicate all queries via Stores Section.
35. The bid evaluated substantially responsive as per office specifications. Satisfactory report of Technical Committee is mandatory to qualify.

The Bid security may be forfeited:

- a) If a Bidder withdraws its Bid during the period of Bid validity specified in bidding documents.
- b) If the successful Bidder fails to: -
 - i. Sign to the contract in accordance with the above said terms and conditions.
 - ii. Furnish a performance guarantee/security @ 10% of the total cost of Bid.

REJECTION/ACCEPTANCE OF THE BID

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the Bidder(s). However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014).

TENDER COST

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Procuring Agency shall not responsible/liable for those costs/ expenses.

AMENDMENT OF THE TENDER DOCUMENT

The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason. whereafter all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 Rule 25(4).

BID SECURITY (EARNEST MONEY)

- a. The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:
 - i. for a sum equivalent to 5% of the estimated price as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of the Secretary, Board of Intermediate and Secondary Education, Sahiwal;
 - ii. denominated in Pak Rupees;
 - iii. have a minimum validity period of Ninety Days (90 days) from the last date for submission of the Tender.
- b. The Bid Security (Earnest Money) shall be forfeited by the Procuring Agency, on the occurrence of any or all of the following conditions:
 - i. if the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
 - ii. if the Bidder(s) does not accept the corrections of his Total Tender Price;
 - iii. if the Bidder(s), having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

CORRECTION OF ERRORS/AMENDMENT OF TENDER

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - i. if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
 - ii. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
 - iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.
- e. PPRA Section 33(2) “The procuring Agency may, if necessary, after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid” shall be applied.

Acceptance Letter/Purchase Order

The Procuring Agency shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

Terms & Conditions of Contract Form

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.

Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency may constitute a committee comprising of odd number of persons / members, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Instruction For Preparation of Power of Attorney/Letter of Authority

- a) To be executed by an authorized representative of the Bidder(s) on Firm/ company letterhead enclosing attested Copy of National Identity Card.
- b) The mode of execution of the Power of Attorney/Letter of Authority 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(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney
- d) In favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
- e) In case the Tender Documents are 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/Letter of Authority.

FORM OF BID

Forms, Specifications of Items/Goods and Detail of Standards of Tender/Items are attached.

**Authorized Signature & Stamp
of Firm / Bidder**

BOARD OF INTERMEDIATE AND SECONDARY EDUCATION SAHIWAL

TECHNICAL EVALUATION CRITERIA

1. Name of Bidder/ Lead Bidder. _____
(In Capital Words)
2. Status of Firm/Company/JV/Group _____
3. Address _____
4. Cell No. _____ E-mail: _____
5. Income Tax No. _____
6. Sales Tax Registration (If applicable) _____
7. Date of Establishment of Business _____
8. **Financial information:**

a. Income Tax paid/deducted for previous one year 2023-24.
(Attach evidence)

b. Attach Professional Tax paid certificate of current year.

c. Cash flow availability.
(Attach Bank Statement for fiscal year July, 2023 to June, 2024)
9. **Ability to supply items.**
According to Specifications.

a. 1 Year Experience

b. No Defaulter/Blacklist certificate

c. Manufacturer/Distributor.
10. Pay order/CDR/Bank Draft No _____ Amount _____ dated _____
Name of Bank _____ Branch _____
(Attach original Pay order/CDR/Bank Draft with Technical Bid)

CHECK LIST (MANDATORY)

SR. NO.	NAME OF DOCUMENTS	YES	NO	PAGE NO.
1	Income Tax Certificate (Along with NTN No.)			
2	Sales Tax Certificate			
3	Professional Tax Certificate (2023-24)			
4	Bank Statement (July 2022 to June 2023)			
5	Experience Certificate / Work Order			
6	No Defaulter / Blacklist Certificate on Stamp Paper			
7	Pay Order/CDR/Bank Draft			
8	Laptop Brochure			

**Authorized Signature & Stamp
of Firm / Bidder**

TECHNICAL BID

LAPTOP

Sr. No	Name of Item	Specification	Qty	Detail of specification offered by the Bidder
1	2	3	4	5
1.	Laptop	HP SPECTRE X360 OR EQUIVALENT Generation: Intel Core Ultra 7 (Provides high performance and response time) Processor Type: Intel® Core™ Ultra 7 Processor 155H (24MB Cache) RAM: 16GB Hard Drive: 1TB SSD Graphic Memory: Intel ARC Graphics with a maximum dynamic Frequency of 2.25 GHz, so that it can handle graphics-oriented operations, like production, editing, 3d modeling or rendering, etc Backlit Keyboard: Full size, backlit, nightfall black keyboard Screen Size: 14-inch diagonal, 2.8K (2880x1800), OLED, multitouch-enabled, 48-120 Hz, 0.2 ms response time, UWVA, edge-to-edge glass, micro-edge, anti-reflection Corning® Gorilla® Glass NBT™, Low Blue Light Touch Screen: Yes (Pen & touch) Operating System: Window 11 Fingerprint Reader: Fingerprint reader integrated in power button key Numeric keyboard: No Lan: No USB: 2 Thunderbolt TM 4 with USB Type HDMI: No Camera: HP Wide Vision 9MP IR camera with camera shutter, temporal noise reduction and integrated dual array digital microphones Display: 14 inches screen it is also multitouch-enabled so that it can be used as a table when being a 2-in-1. Battery: 4-cell Lithium-Ion Polymer Battery boasting a capacity of 68Wh, that recharges using the 65 W USB Type-C power adapter Colors: Blue, Mid night black, silver Pen: Supported Warranty: Standard Warranty with parts replacement service KEY FEATURES: • 360 degrees rotatable • Detachable screen (can be used as tab as well) • Longer battery life up to 24 hours • Heat resistant • Pen and touch supported • High camera quality with 9MP (best for video calling and zoom meetings) • Best Display Quality with High Pixel Definition (Video response time is very fast) • Slim and Sleek (0.02 Inches of Height) • Mattel Body • Leather Bag	01	

SR. #	ESTIMATED PRICE	AMOUNT OF CDR @5%
1	5,00,000/-	25,000/-

5% Bid Security of Estimated Price must be attached

CDR No. _____ Date: _____ Amount 5%: (i.e. Rs. 25,000/-) _____

Name & Address of the Firm (According to FBR) _____

Sales Tax & Registration No. _____ Income Tax No. _____

Phone No. _____ Mobile No. _____ Email: _____

AUTHORIZED SIGNATURE & STAMP
OF FIRM / BIDDER

FINANCIAL BID
LAPTOP

Sr. No	Name of Item	Specification	Qty	Rate in Figure with All Taxes	Rate in Words with All Taxes	Total Amount with Taxes
1.	Laptop	HP SPECTRE X360 OR EQUIVALENT Generation: Intel Core Ultra 7 (Provides high performance and response time) Processor Type: Intel® Core™ Ultra 7 Processor 155H (24MB Cache) RAM: 16GB Hard Drive: 1TB SSD Graphic Memory: Intel ARC Graphics with a maximum dynamic Frequency of 2.25 GHz, so that it can handle graphics-oriented operations, like production, editing, 3d modeling or rendering, etc Backlit Keyboard: Full size, backlit, nightfall black keyboard Screen Size: 14-inch diagonal, 2.8K (2880x1800), OLED, multitouch-enabled, 48-120 Hz, 0.2 ms response time, UWVA, edge-to-edge glass, micro-edge, anti-reflection Corning® Gorilla® Glass NBT™, Low Blue Light Touch Screen: Yes (Pen & touch) Operating System: Window 11 Fingerprint Reader: Fingerprint reader integrated in power button key Numeric keyboard: No Lan: No USB: 2 Thunderbolt™ 4 with USB Type HDMI: No Camera: HP Wide Vision 9MP IR camera with camera shutter, temporal noise reduction and integrated dual array digital microphones Display: 14 inches screen it is also multitouch-enabled so that it can be used as a table when being a 2-in-1. Battery: 4-cell Lithium-Ion Polymer Battery boasting a capacity of 68Wh, that recharges using the 65 W USB Type-C power adapter Colors: Blue, Mid night black, silver Pen: Supported Warranty: Standard Warranty with parts replacement service KEY FEATURES: • 360 degrees rotatable • Detachable screen (can be used as tab as well) • Longer battery life up to 24 hours • Heat resistant • Pen and touch supported • High camera quality with 9MP (best for video calling and zoom meetings) • Best Display Quality with High Pixel Definition (Video response time is very fast) • Slim and Sleek (0.02 Inches of Height) • Mattel Body • Leather Bag	01			

NOTE: Rates must be quoted including all taxes and all Columns must be filled.

AUTHORIZED SIGNATURE & STAMP
OF FIRM / BIDDER

FORM OF COVERING LETTER

Date: _____

To

The Secretary,
Board of Intermediate and Secondary Education,
Sahiwal.

Subject: SUBMISSION OF BID

Dear Sir,

- a) Having examined the Tender related documents 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 tender / financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within timeframe specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of ____ days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a Contract in the form to be communicated by the Procuring Agency.
- 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 either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

**AUTHORIZED SIGNATURE & STAMP
OF FIRM / BIDDER**

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Firm / Company letter head duly signed and stamped)

Know all men by these presents, we (name of the Firm / company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) 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 assignment) in response to the Tender invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) 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 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:

FORM OF UNDERTAKING

(on Firm/Company letterhead)

It is certified that the information submitted/furnished herein as per Tender Document with regard to _____ is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 20_____

Signature
(Firm / Company Seal)

In the capacity of

AGREEMENT/CONTRACT FORM

This agreement/Contract is made on dated _____ between the Board of Intermediate and Secondary Education, Sahiwal (Herein after called 1st Party / Procuring Agency / The Board / The Purchaser) and M/s _____ (Herein after called 2nd party/ The Firm / Supplier) the lowest bidder. The Board intends to procure the following articles/items/material as per specifications and quantity mentioned as under:

Sr. No.	Description: Detail / Specification of Items / Articles	Quantity	Approved Rates	Total Amount	Delivery Period
1	Laptop	01			30 Days

TERMS OF CONTRACT/AGREEMENT

1. Laptop should be supplied within 30 days. After prescribed period/ due date of delivery 2% to total amount of contract/supply order's value per month fine shall be charged/deducted. However, the Chairman B.I.S.E, Sahiwal is empowered to extend the supply period, on the request of Supplier submitted before the completion period, on the basis of force majeure.
2. In case Supplier fails to make the supply or inordinate delay occurs, keeping in view resulting loss, the Chairman BISE, Sahiwal may impose the penalty / fine other than aforementioned fine / forfeit CDR(s) or may take any punitive action as he deems appropriate.
3. 10% performance guarantee of total amount of contract / supply order's value in shape of CDR will have to be provided before the issuance of work/supply order and the same will be returned as per PPRA Rules.
4. Supply must be in accordance with the office specifications / approved sample, otherwise supply will be rejected. In such event the Board may forfeit CDR and cancel supply order. In addition to that Black Listing/debarring clauses will be made operative as per requirement.
5. Supply shall have to be delivered / made at the go downs / stores / designated places of the BISE Sahiwal. Unloading shall be the responsibility of the Firm. Arrangement of Labour and Charges thereof shall be the responsibility of the supplier/ firm.
6. Payment of bill will be made after due process, on receipt of satisfactory report of End User(s) and Quality & Quantity Checking Committee (specifications are the baselines).
7. All Government Taxes (Federal/Provincial) including Income Tax / Sales Tax / PRA Tax / PST etc. swill have to be paid by the firm(s) as per prevailing Rule/Law/policy/rules (in vogue).
8. Tender Terms & conditions shall also be applied. Moreover, procuring Agency may revise, add / delete any condition deems appropriate.
9. In case of abnormal quoted rates, the Firm(s)/Bidder(s) shall be responsible.
10. In case of any dispute arises between the parties regarding this contract, the matter will be referred to the Chairman Board of Intermediate & Secondary Education, Sahiwal who shall act as Arbitrator in terms of the Arbitration Act 1940 and his decision will be final and binding upon the parties.
11. In case of any legal remedy / dispute resolution / case / writ / plaint, the matter will be agitated in the courts of Sahiwal (city) only.
12. IN WITNESS HEREOF, Secretary Board of Intermediate & Secondary Education, Sahiwal, for and on behalf of the Board and Mr. _____ duly authorized by the M/s _____ for and on behalf of the firm signed these on the present day and year first above written.

Secretary
For and on behalf of
BISE, Sahiwal.

WITNESS

1. Name _____
Signature _____
2. Name _____
Signature _____

Signed by _____
For and on behalf of the firm
M/s _____

WITNESS

1. Name _____
Signature _____
CNIC# _____
Address _____
2. Name _____
Signature _____
CNIC# _____
Address _____

GENERAL OR SPECIAL CONDITIONS OF CONTRACT

I- Contract Documents and Information

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Procuring Agency, without prior permission of the Procuring Agency, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

II- Contract Language

The language of the Contract and other relevant documents between the Contractor and the Procuring Agency shall be English or Urdu or English & Urdu and in case of any translation the cost shall be borne by the Contractor.

III- Standards

The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.

IV- Commercial Availability

The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

V- Patent Rights

The Contractor shall indemnify and hold the Procuring Agency harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use/supply of the Goods or any part thereof.

VI- Execution Schedule

The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within **30 days** of the intimation/receipt of work / supply order.

VII- Delivery

The Contractor shall deliver the Goods/Items at Board of Intermediate and Secondary Education, Sahiwal according to **purchase / work / supply /order** as specified by the Procuring Agency.

The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.

The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.

The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.

The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.

VIII- Inspection and Testing

Technical & Inspection Committee shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications. The Procuring Agency may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Procuring Agency. 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.

IX- Ownership of Goods and Replaced Components

Goods to be supplied to the Procuring Agency/ Purchaser, pursuant to the Contract, shall become the property of the Procuring Agency when the Goods are taken over by the Procuring Agency / Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

X- Payment

The Contractor shall provide all necessary supporting documents along with invoice. The Contractor shall submit an Application for Payment to the Procuring Agency / Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Procuring Agency / Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied upto the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

The Purchaser shall get verified the details of Goods delivered against the invoice from the concerned Officer/Technical & Inspection Committee / **Quality & Quantity Checking Committee** and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned Officer/ Technical & Inspection Committee, as per details given in relevant Letter of Acceptance.

The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Procuring Agency / Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

XI- **Price**

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

XII- **Contract Amendment**

The Procuring Agency / Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

The Contractor shall not execute any Change until and unless the Procuring Agency / Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency / Purchaser and the Contractor.

XIII- **Assignment/Subcontract**

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's / Purchaser's prior written consent. The Contractor shall guarantee that any and or all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

XIV- **Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring Agency / Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and BISE Sahiwal applicable financial provision present in BISE Calendar (updated).

Termination for Default

If the Contractor fails/delays in performance of any of the obligations, under the Contract/violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Procuring Agency/Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice. If the Procuring Agency / Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency/ Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency

If the Contractor becomes Bankrupt or otherwise insolvent, the Procuring Agency / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency/ Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency / Purchaser in writing, The Contractor shall continue to perform 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency / Purchaser may constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency / Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Procuring Agency/Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency / Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

Uniform Pricing Discoveries in Procurement: Achieving Equitable Rates

In case the quoted rates are found equal and responsive, the procuring agency shall adopt the following procedure to award the contract.

- (a) Marks awarded in technical evaluation. The firm getting marks more than others will be at top and will be awarded the contract.
- (b) In case (a) is also equal, the bidders will re-give rates in sealed envelopes separately.
- (c) If (b) too is same or the firms do not go to option (b) then toss will be used in the light of the advice of PPRA vide No.L&M(PPRA)1-15(SOC)(I)/2021, dated 09-09-2022.
- (d) The option of “toss” will be the sole discretion and authority of the procuring agency for which no firm will have any stake at all and all firms will be bound to accept the result with no exceptions at all.

Note: There should be Signature and Stamp of the Firm on all the pages of bidding documents.

**AUTHORIZED SIGNATURE & STAMP
OF FIRM / BIDDER**

