



GOVERNMENT OF THE PUNJAB
PUNJAB BOARD OF TECHNICAL EDUCATION
21-A, KASHMIR BLOCK, ALLAMA IQBAL TOWN, LAHORE
PHONE: 042-99260277
(PROCUREMENT & MAINTENANCE SECTION)



INVITATION TO E-BID

Punjab Board of Technical Education invites encrypted electronic bids under **single stage two envelopes** from the well reputed bidders having valid and active GST and NTN for Procurement of below mentioned Tender for PBTE, 21-A Kashmir Block, Allama Iqbal Town, Lahore under national competitive bidding based on unit rate method.

Tender No.	Tender Name	Estimated Cost (Pak Rupees)	5% Bid Security (Pak Rupees)	Bid Opening date and time
PBTE/2024-25/ 56	Laptops	10,00,000	50,000/-	22/10/2024
	Scanner	200,000	10,000/-	11:30 AM

- Tender documents can be downloaded from e-PADS, PPRA and PBTE websites free of cost.
- Encrypted electronic bids duly completed and in conformity with Bidding Documents must be submitted online on e-PAK Acquisition and Disposal System (e-Pads) website i.e <https://ppra.punjab.gov.pk/> and <https://eprocure.gov.pk/> till **11:00 AM**, dated **22/10/24** and e-bids shall be opened as per above mentioned schedule.
- Detailed terms & conditions, method of procurement, procedure for submission of e-bids, bid validity, and other information are available in bidding documents.
- Original bid security in favor of "Secretary Punjab Board of Technical Education" in the shape of bank guarantee /CDR/Bankers Cheque/Pay Order/Demand Draft of the above-mentioned amount must be submitted physically at the below mentioned address well before the date and time of submission of e-bids. E-Bids submitted through e-PADS shall only be entertained/accepted.
- Bidders are advised to ensure uploading the e-bids on e-PADS portal, well before the submission deadline, and not wait for the last date and time to upload the e-bid. E-Bid submission on E-PADS Portal shall entirely be the responsibility of the bidder. PBTE shall not be held responsible for any issue thereof.


MUHAMMAD ADNAN
SECRETARY

PUNJAB BOARD OF TECHNICAL EDUCATION
21-A Kashmir Block, Allama Iqbal Town Lahore, Pakistan
Tel: 042-99260277

Govt. of the Punjab

Punjab Board of Technical Education (PBTE)



BIDDING DOCUMENTS

FOR

PROCUREMENT OF LAPTOPS AND SCANNER FOR PBTE TO BE MADE UNDER SINGLE STAGE TWO ENVELOPS PROCEDURE 2024-25

(Bidding Documents must be submitted online on e-Pak Acquisition and Disposal System (e-PADS) website)

Bid Reference No:	PBTE / P&M/2024-25/56	
Tender Name: (Unit Rate Method)	Laptops and Scanner	
Method of Procurement	Single Stage Two envelopes of Punjab Procurement Rules-2014 (on the based on Unit Rate Method)	
Estimated cost of the package:	PKR 12,00,000	
Bid security of the package:	See detail in the Advertisement	
Last Date & Time of uploading of Bids	22-10-24	11:00 A.M
Opening Date & Time	22-10-24	11:30 A.M

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(PROCUREMENT & MAINTENANCE SECTION)

INVITATION TO E-BID

Punjab Board of Technical Education invites encrypted electronic bids under **single stage two envelopes** from the well reputed bidders having valid and active GST and NTN for Procurement of below mentioned package for PBTE, 21-A Kashmir Block, Allama Iqbal Town, Lahore under national competitive bidding through frame work contract.

Package No.	Package Name	Estimated Cost (Pak Rupees)	5% Bid Security (Pak Rupees)	Bid Opening date and time
PBTE / 2024-25 / 56	Laptops	10,00,000	50,000/-	22-10-2024 11:30 A.M
	Scanner	200,000	10,000/-	

- Tender documents can be downloaded from e-PADS, PPRA and PBTE websites free of cost.
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- Bidders are advised to ensure uploading the e-bids on e-PADS portal, well before the submission deadline, and not wait for the last date and time to upload the e-bid. E-Bid submission on E-PADS Portal shall entirely be the responsibility of the bidder. PBTE shall not be held responsible for any issue thereof.

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21-A Kashmir Block, Allama Iqbal Town Lahore, Pakistan
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BRIEF INTRODUCTION OF THE ORGANIZATION

Sr. No.	Fields	Description
01.	Name of the Organization	
02.	National Tax Number	
03.	Sales Tax Registration Number	
04.	Date of Establishment	
05.	Corporate Status (Proprietor, Partnership, Private Limited, Public Limited)	
06.	Authorized representative through whom all communications shall be made (Name & Designation in the organization)	
07.	Mailing address / Supplier's address for notice purposes	
08.	Contact / Cell No.	
09.	Fax No.	
10.	E-Mail Address	

Certificate

- i. We undertake that our organization M/s_____ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.
- ii. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.

Part-I

Section I. Instructions to Bidders

A. Introduction

1. Scope of Work	1.1 Bidders must submit bids of all items of the package. The contractor will be responsible for delivery, installation & commissioning (if any) of all items at consignee's end in new, safe, sound and in operational condition.
2. Eligible Bidders	<p>2.1 This Invitation for Bids is open to all suppliers registered on e-PADS, except as provided hereinafter.</p> <p>2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).</p> <p>2.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).</p> <p>2.4 The Bidders must have NTN and STRN and active tax payer status</p>
3. Eligible Goods and Services	<p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of its e-bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents	<p>5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> (a) Instructions to Bidders (ITB) (b) General Conditions of Contract (GCC) (c) Special Conditions of Contract (SCC) (d) Bid Submission Form (e) Contract Form (f) Performance Guarantee Form (g) Draft Integrity Pact (h) Certificate (i) Bid Data Sheet (j) Technical Bid Proposal Form (k) Bidders Commentary Form
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	<p>(l) Financial Bid/Proposal Form</p> <p>5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a e-bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its e-bid.</p>
6. Clarification of Bidding Documents	6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing through e-PADS. The Purchaser will respond in writing through e-PADS to any request for clarification of the bidding documents which it receives no later than three (7) days prior to the deadline for the submission of bids prescribed in the invitation to bid / Bid Data Sheet.
7. Amendment of Bidding Documents	<p>7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment and will upload the amended bidding documents on e-PADS.</p> <p>7.2 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their e-bids, the Purchaser, at its discretion, may extend the deadline for the submission of e-bids.</p>

C. Preparation of e-Bids

8. Language of e-Bid	8.1 The e-bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
9. Documents Comprising the e-Bid	<p>9.1 The e-bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> (a) Duly filled Bid Forms (Technical & Financial) (b) Documentary evidence that the Bidder is eligible to e-bid and is qualified to perform the contract if its e-bid is accepted; (c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and (d) Bid security furnished in accordance with invitation to bid. (e) The e-bid / proposal should be properly page numbered along with index. Separators should be used for differentiation of various documents. (f) Bidders are also required to state, in their technical bid, the name, title, contact number (landline, Mobile) fax number and e-mail address of the authorized representative through whom all communications shall be made until the process has been completed (g) Duly filled, signed and stamped bidding documents must be attached in the e-bid / proposal as token of acceptance of terms & conditions of bidding documents (h) Bidders should accept the terms & conditions of bidding documents and conditional bid should not be submitted.

10. Bid Form	10.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, their country of origin, brand, model, and prices.
11. Bid Prices	11.1 Item wise total price and grand total price, in words and figures should be quoted at the respective columns of the Form of Bid. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees. 11.2 Prices indicated on the e-bid form shall be delivered duty paid (DDP) prices .
12. Bid Currencies	12.1 Firm and final prices shall be quoted in Pak Rupees
13. Documents Establishing Bidder's Eligibility and Qualification	13.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to e-bid and its qualifications to perform the contract if its e-bid is accepted. 13.2 The documentary evidence of the Bidder's qualifications to perform the contract if its e-bid is accepted shall establish to the Purchaser's satisfaction: (a) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract; (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14.1 The Bidder shall furnish, as part of its e-bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract. 14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of: (a) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. (b) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of purchaser's clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or rejected the clarification. (c) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact. (d) In case of contradiction between the brochure / literature and commentary form, the information available in the brochure will prevail.

<p>15. Bid Security</p>	<p>15.1 The Bidder shall furnish, as part of its e-bid, a bid security in the amount specified in the Bid Data Sheet in the manner and method described in the invitation to bid.</p> <p>15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct.</p> <p>15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>(a) Bank guarantee, Call Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.</p> <p>15.4 Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Purchaser as nonresponsive</p> <p>15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance guarantee.</p> <p>15.7 The bid security may be forfeited:</p> <p>(a) if a Bidder withdraws its e-bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract</p> <p>Or</p> <p>(ii) to furnish performance guarantee</p>
<p>16. Period of Validity of e-Bids</p>	<p>16.1 E-bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. An e-bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>16.2 In exceptional circumstances, the Purchaser 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 (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security.</p>
<p>17. Format and signing of e-Bid</p>	<p>17.1 The bidder shall prepare e-bid in the form of PDF and shall sign and stamp the bidding documents, technical proposal, commentary sheet and financial proposal as a token of acceptance of all terms & conditions and will upload the PDF e-bid on e-PADS.</p> <p>17.2 Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.</p>

D. Submission of e-Bids

<p>18. Sealing and marking of e-Bids</p>	<p>18.1 The bidder should submit technical and financial encrypted e-bids on e-PADS.</p> <p>18.2 Technical e-Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Copy of bid security as demanded in advertisement / invitation to bid must be submitted along with</p>
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	e- technical bid. E-financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.
19. Deadline for Submission of e-Bids	<p>19.1 Bids must be submitted on e-PADS by the bidder no later than the time and date specified in the invitation to bid / Bid Data Sheet.</p> <p>19.2 The Purchaser may, at its discretion, extend this deadline for the submission of e-bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
20. Late e-Bids	20.1 All prospective bidder shall submit e-bids before the deadline for submission of bids.
21. Modification and Withdrawal of e-Bids	<p>21.1 The Bidder may modify or withdraw its e-bid as per facilitates / provisions of e-PADS before deadline for submission of e-bid.</p> <p>21.2 No e-bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a e-bid during this interval may result in the Bidder's forfeiture of its bid security.</p>

E. Opening and Evaluation of e-Bids

22. Opening of e-Bids by the Purchaser	<p>22.1 The Purchaser will open all e-bids in the presence of bidders or bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the invitation to bid / Bid Data Sheet. The bidders or bidders' representatives who are present shall sign an attendance sheet evidencing their presence. Initially only e-technical bids / proposals will be opened and encrypted financial bids will remain un-opened. The financial e-bids of only technically qualified bidders will be opened. The date, time and venue for opening of e-financial bid / proposal will be communicated later on after technical evaluation.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>22.3 Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.</p> <p>22.4 The Purchaser will prepare minutes of the bid opening.</p>
23. Clarification of Bids	23.1 During evaluation of the e-bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its e-bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	<p>24.1 The Purchaser will examine the e-bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have properly been signed, and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p>

	<p>If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each e-bid to the bidding documents. For purposes of these Clauses, a substantially responsive e-bid is one which most closely conforms to all the terms and conditions of the bidding documents.</p> <p>24.4 If an e-bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<p>25. Qualification & Evaluation of e-Bids</p>	<p>25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily.</p> <p>25.2 The determination will take into account the Bidder's experience, Bidder's financial, technical, and personal capabilities and other requirements as per bidding documents. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>25.3 The Purchaser will financially evaluate and compare the e-bids which have been determined to be substantially responsive, and conforming to the requirements. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such an e-bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.</p> <p>25.4 The Purchaser's financial evaluation of an e-bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.</p> <p>25.5 An e-bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.</p>
<p>26. Contacting the Purchaser</p>	<p>26.1 No Bidder shall contact the Purchaser on any matter relating to its e-bid, from the time of the e-bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing through e-PADS.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser during e-bid evaluation, or e-bid comparison may result in the rejection of the Bidder's e-bid.</p>
<p>27. Rejection of the Bid</p>	<p>27.1 E-Bids will be rejected in case of the following:</p> <ul style="list-style-type: none"> i. Received without bid security as demanded in the advertisement ii. Received after due date and time. iii. Bidding documents are unsigned /unstamped. iv. The bid is from a bidder who is black listed, by any Government / Semi-Government Department / Autonomous Bodies in any part of Pakistan

	<p>v. The bid is received by telephone/ telex/ fax/ telegram/E-mail.</p> <p>vi. Offering partial scope of work / incomplete bids</p> <p>vii. The bidder is non-active tax payer</p> <p>viii. In case of non-compliance of Instructions to bidders & other terms & conditions of bidding documents.</p>
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F. Award of Contract

28. Award Criteria	28.1 An e-bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid. Contract will be awarded to the lowest evaluated bidder for complete package on accumulative cost basis following least cost method. The contractor must submit performance guarantee @ 10% of the contract amount within 07 days of the award of contract. After receipt of performance guarantee Procurement Order will be issued.
29. Procurement Procedure and Method of Procurement	29.1 Bidders must submit e-bid / bids on the basis of complete scope of work. Single stage two envelopes bidding procedure will be adopted following least cost method on accumulative cost basis.
30. Purchaser's Right to Accept or Reject All E-Bids	30.1 The Purchaser reserves the right to accept or reject all e-bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Purchaser's action.
31. Notification of Award	<p>31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, that its e-bid has been accepted.</p> <p>31.2 The notification of award will constitute the formation of the Contract.</p>
32. Signing of Contract	32.1 Within seven (07) days of issuance of letter of acceptance, the successful Bidder shall sign, stamp and date the contract.
33. Performance Guarantee	<p>33.1 At the time of signing of contract, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Purchaser.</p> <p>33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.</p>
34. Corrupt or Fraudulent Practices	<p>34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:</p> <p>(a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a</p>

	<p>public official in the procurement process or in contract execution; and</p> <p>(b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,</p> <p>(c) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;</p> <p>i. The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>ii. The procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:</p> <p>(a) Acted in a manner detrimental to the public interest or good practices;</p> <p>(b) Consistently failed to perform his obligation under the contract;</p> <p>(c) Not performed the contract up to the mark; or</p> <p>(d) Indulged in any corrupt practice.</p> <p>Black listing mechanism will be followed as per Punjab Procurement Rules 2014.</p>
35. Verification	35.1 Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the e-bid will be rejected.

Section II. General Conditions of Contract

1. Definitions	<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 parties, 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 the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</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 SCC.</p> <p>(h) “The Purchaser’s country” is Islamic Republic of Pakistan.</p> <p>(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</p> <p>(j) “The Project Site,” where applicable, means the place or places mentioned in the From of Bid</p> <p>(k) “Day” means calendar day.</p>
2. Application	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
3. Country of Origin	<p>3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
4. One person one bid	<p>4.1 In any procurement, one bidder may submit one e-bid of a specific package and if one bidder submits more than one e-bids of the same package, the procuring agency shall reject all such e-bids. However one bidder may bid for one or more packages.</p>

<p>5. Use of Contract Documents and Information</p>	<p>5.1 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.</p> <p>5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.</p>
<p>6. Patent Rights</p>	<p>6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<p>7. Performance Guarantee</p>	<p>7.1 Within seven (07) days of signing of contract, the successful Bidder shall furnish to the Purchaser the performance guarantee in the amount specified in SCC.</p> <p>7.2 The proceeds of the performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee issued by a schedule bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or (b) CDR, Bankers cheque, PO or DD to be valid or extendable for warranty period (c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency <p>7.4 The performance guarantee will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
<p>8. Inspections and Tests</p>	<p>8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests 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 representatives retained for these purposes.</p> <p>8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its</p>

	<p>subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>8.4 The purchaser 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>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p> <p>8.6 The purchaser may opt centralized inspection or decentralized inspection mode as per his convenience.</p>
9. Packing	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.</p>
10. Delivery and Documents	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.</p> <p>10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost as per delivery schedule mentioned in "BID DATA SHEET" after issuance of procurement order. Delivery period can be extended by the purchaser on the written request of the contractor, giving compelling reasons for delay in delivery.</p>
11. Insurance	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is supplier's responsibility.</p>
12. Transportation	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, shall be arranged by the Supplier, and related costs shall be included in the financial bid / Contract Price.</p>
13. Incidental Services	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

	<p>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>(d) In case of specialized items, supplier will provide necessary training to the PBTE staff / faculty free of cost. The terms and conditions for such training, may however, be mutually decided between the PBTE and the successful bidders, if so required.</p>
14. Spare Parts	<p>14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of purchaser.</p>
15. Warranty	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 Bidders must provide one year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.</p> <p>15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the 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 rights which the Purchaser may have against the Supplier under the Contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p>

	<p>16.2 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 Services performed, and by documents submitted pursuant to SCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3 The currency of payment is Pak. Rupees.</p>
17. Prices	17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
18. Change Orders	<p>18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) the Services to be provided by the Supplier.
19. Contract Amendments	19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
21. Subcontracts	21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.
22. Delays in the Supplier's Performance	<p>22.1 Delivery of the Goods shall be made by the Supplier in accordance with the instructions given in the form of bid.</p> <p>22.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
23. Liquidated Damages	23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in

	<p>SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p>
<p>24. Termination for Default</p>	<p>24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract / bidding documents, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.</p> <ul style="list-style-type: none"> (d) The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the purchaser. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the purchaser), the contract may be considered for termination or cancellation. <p>On the happening of any of the above event, the performance guarantee will be forfeited.</p> <p>24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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 costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p>25. Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, “Force Majeure” means wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.</p>

	<p>25.3 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> <p>25.4 The procuring agency may extend the delivery period in case of force majeure with or without imposing penalty.</p>
26. Termination for Insolvency	<p>26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p>
27. Termination for Convenience	<p>27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	<p>28.1 The Purchaser 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.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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 specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.</p>
29. Governing Language	<p>29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
30. Applicable Law	<p>30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</p>
31. Notices	<p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's address specified in SCC.</p> <p>31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>

32. Taxes and Duties	32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
33. Provision of Sample	33.1 The procuring agency can demand sample of Laptops and Scanner for checking the performance and quality of the said item. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.
34. Repeat Order	34.1 The contractor may provide Laptops and Scanner on repeat order (not exceeding 15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

Section III. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)	GCC 1.1 (g) The Purchaser is: <i>Punjab Board of Technical Education Lahore</i> GCC 1.1 (h) The Purchaser's country is: <i>Islamic Republic of Pakistan</i> GCC 1.1 (i) The Supplier is: [Detail] GCC 1.1 (j) The Project Site is: <i>21-A Kashmir Block Allama Iqbal Town Lahore</i>
2. Country of Origin	GCC Clause 3
3. Performance guarantee (GCC Clause 7)	3.1 The amount of performance guarantee, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.
4. Inspections and Tests (GCC Clause 8)	4.1 Pre-delivery / Post-delivery Inspection will be arranged at mutually agreed site or final destination. The purchaser may opt centralized inspection or decentralized inspection mode as per his convenience The acceptance parameters are as following: <ol style="list-style-type: none"> 1. Confirming to the contractual specifications of items 2. Satisfactory performance of functional test of the equipment 3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
5. Delivery and Documents (GCC Clause 10)	5.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser / institute of delivery: <ol style="list-style-type: none"> (i) Copies of the delivery challan showing Goods' description, quantity The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock
6. Insurance (GCC Clause 11)	6.1 The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.
7. Incidental Services (GCC Clause 13)	7.1 Incidental services to be provided are: <ol style="list-style-type: none"> a. At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods (if required by purchaser). b. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods (if required by purchaser).
8. Warranty (GCC Clause 15)	8.1 In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified

	<p>under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>or</p> <p>(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2 % of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.</p> <p>or</p> <p>(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.</p> <p>GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.</p>
<p>9. Payment (GCC Clause 16)</p>	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(a) Mode Payment will be made through cross cheque after delivery at specified place, installation and commissioning of the machinery/equipment after centralized inspection / inspection at the institute. The contractor shall provide all necessary supporting documents along with invoice for payment.</p> <p>(b) Running Bill On complete / full delivery, installation and commissioning of machinery & equipment in a specific institution, the contractor may submit running bill pertaining to the supplies provided in the specific institution. The running bill may be entertained by the procuring agency after successful installation and commissioning of delivered machinery/equipment.</p> <p>(c) Final Bill Final payment will be made through cross cheque after complete delivery at specified places, installation and commissioning of the machinery /equipment.</p>
<p>10. Taxes (GCC Clause 32)</p>	<p>10.1 PBTE shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.</p>
<p>11. Prices (GCC Clause 17)</p>	<p>11.1 Prices shall be: Fixed.</p>

12. Liquidated Damages (GCC Clause 23)	12.1 Applicable rate: 0.2 % of late delivered goods per day 12.2 Maximum deduction: 10 % of contract price
13. Resolution of Disputes (GCC Clause 28)	13.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows: In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.
14. Governing Language (GCC Clause 29)	14.1 The Governing Language shall be: English.
15. Applicable Law (GCC Clause 30)	15.1 The procurement process will be governed under Punjab Procurement Rules – 2014 or latest The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: a. The Contract Act 1872 b. The Arbitration Act 1940
16. Change of Model	16.1 In case of end of manufacturing of quoted model at the time of delivery, latest / upgraded model of same brand fulfilling all specifications of quoted model may be accepted on the recommendations of relevant technical expert (s) with the approval of Standing Procurement Committee. However, contractor has to provide all necessary documents pertaining to end of quoted model for the satisfaction of procuring agency / Committee.
17. Notices (GCC Clause 31)	17.1 Purchaser's address for notice purposes:
	Office of Punjab Board of Technical Education, Lahore ESTATE SECTION PUNJAB BOARD OF TECHNICAL EDUCATION LAHORE 21-A, Kashmir Block Allama Iqbal Town, Lahore 54000. Tel: 042-99260277
	17.2 Supplier's address for notice purposes:

Part-II

Section I. Sample Forms

1. Bid Submission Form

Date: _____
No: _____

To
[Client Address]

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for bid validity period from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Contract Form

THIS AGREEMENT made the ____ day of _____ 20 ____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *package Name and No.* 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 WITNESSES 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 Form of Bid
 - (b) the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract; and
 - (e) the Purchaser’s Notification of Award.
 - (f) the bid data sheet
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.
5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

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.

<u>Purchaser</u>	<u>Supplier / Contractor</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____

WITNESS:

1. _____

2. _____

3. Performance Guarantee Form

To:

[Client Address]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 20____ to supply [Package Name and no.] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

4. Draft Integrity Pact

(For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

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 Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP 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 GOP, 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 GOP 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 GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP 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 GOP.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

5. Certificate on Bidder's Letter Head

- A. We undertake that our organization M/s_____ is not blacklisted by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.
- B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.
- C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.
- D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.
- E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Part-III

Section I. Bid Data Sheet

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

1. Introduction	
ITB 4.1	Name of Purchaser: Punjab Board of Technical Education (PBTE), Lahore
ITB 6.1	For clarification purposes, the purchaser's address is: PUNJAB BOARD OF TECHNICAL EDUCATION LAHORE (Estate Section) 21-A, Kashmir Block, Allama Iqbal Town, Lahore 54000.
ITB 8.1	Language of the bid – English

2. Bid Price and Currency	
ITB 11.2	The price quoted shall be Delivered Duty Paid.
ITB 12.1	The price shall be in Pak Rupees and shall be full and final.

3. Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.
4. Procurement Procedure and Method	
ITB 29.1	Single stage two envelopes, accumulative cost basis following least cost method

5. Preparation and Submission of Bids	
ITB 2	a. NTN, STRN and active tax payer b. Certificate required under clause 2.2 & 2.3
ITB 13.2 (b)	Qualification requirements. The potential bidder must also fulfill the following: - a) Technical Brochures of its specifications, and manufacture's Brand.

6. Amount of Bid Security:			
ITB 15.1	S. No.	RFP / Package No. Name	Bid Security
	01.	PBTE / P&M / 2024-25 /56 Laptops and Scanners	60,000
Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Guarantee, Bank Draft, or Pay Order in favor of Secretary PBTE.			

7. Bid Validity Period:	
ITB 16.1	90 days from the date of opening of bid.

8. Address for Bid Submission:	
ITB 18.2 (a)	PUNJAB BOARD OF TECHNICAL EDUCATION (Estate Section), 21-A Kashmir Block Allama Iqbal Town, Lahore 54000. Tel: 042-99260277 E-mail: secretarypbteboard@gmail.com
9. Deadline for Bid Submission:	
ITB 19.1	22-10-2024 till 11:00 A.M.
10. Time and Date for Bid Opening:	
ITB 22.1	22-10-2024 at 11:30 A.M.
11. Delivery Period	
GCC 10 SCC 5	The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost within 90 days of issuance of procurement order. Delivery period can be extended by the purchaser on the written request of the contractor, giving compelling reasons for delay in delivery.

12. Evaluation Criteria

ITB 13.2

Eligibility Criteria

The following will be the eligibility criteria and only those bids will be evaluated further for technical evaluation which fulfill the below mentioned eligibility criteria:

1. Valid Income Tax registration
2. Valid General Sales Tax Registration
3. Status of Active taxpayer with FBR
4. Submission of undertaking on judicial stamp paper worth of PKR 100/- that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

TECHNICAL EVALUATION CRITERIA

A. Relevant experience (50 Marks)

The bidder must have relevant experience. Documentary reliable evidence (procurement orders or Project engagement letters or Contract or agreements etc.) to validate the experience must be attached otherwise no marks will be given.

RELEVANT EXPERIENCE (In Pak Rupees)	MARKS (Project / PO / Contract)
Up-to 100,000	10
10,0001 to 2,00,000	20
200,001 to 3,00,000	30
3,00,001 to 4,00,000	40
Above 4,00,000	50

B. Financial Strength Evaluation Criteria (50 Marks)

The firm must attach / provide the last one-year (01-07-2023 to 30-06-2024) bank statement in the title of business name showing favorable balance. Marks will be awarded based on the average of last twelve months closing balance as under:

Last twelve months Average closing balance	Max Marks
Upto 25,000	10
25,001 to 50,000	20
50,001 to 100, 000	30
100,001 to 150, 000	40
Above 150,000	50
TOTAL MARKS (B)	(50)
GRAND TOTAL (A+B)	(100)

Note:

- Minimum 60% marks are mandatory in this stage.
- Supporting documents (where demanded) must be submitted with e-bid otherwise no marks would be awarded.
- The bidder shall also submit hard copy of all the documents referred above, provided / submitted with the e-bid.

PART-IV
SECTION I. TECHNICAL BID / PROPOSAL

Package Name: Laptops and Scanners
Package No: PBTE / P&M / 2024-25 /56

Signature of bidder with official stamp
Dated:

Form I. Technical Bid / Proposal

To:

The Secretary,
Punjab Board of Technical Education,
Lahore

Dear Sir /Madam,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the Laptops and Scanner, in conformity with the below mentioned required specifications to the Secretary, PBTE, Lahore.

Serial #	Description	specifications	Quantity	Amount inclusive all taxes
01	Laptop	1. CPU: Intel Core i7-1355U or Higher 13 th Gen-Display: 15.6" UHD 2. RAM: 16 GB storage: 512 GB SSD NVME-connectivity: Wi-Fi, Bluetooth-Additional Features: Webcam, Dual speakers, DOS, carry case	03 Nos	10,00,000/-
02	Scanner	01 Resolution up to 600 x600 dpi (color and mono, ADF); up to 1200 x1200 dpi (color and mono, flatbed)	01 NO	200,000/-

Package Name: Laptops and Scanners
Package No: PBTE / P&M / 2024-25 /56

Signature of bidder with official stamp
Dated:

		02	Maximum document scan size	8.5 x 122 in		
		03	Scannable media types	paper (banner, inkjet, photo, plain), envelopes labels, cards (greeting, index)		
		04	Input type	ADF, CIS scanning technology; Flatbed		
		05	Auto document feeder	Standard, 60 sheets		
		06	Supported operating systems	Windows 11, Windows 10, Windows 8, windows 8.1, Windows 7, Windows Server		
		07	Media size ADF	Letter, Legal, Executive, A4, A5, A6, B5, B5(JIS)		
Total Estimate Rs.						12,00,000/-

We understand that the purchaser intends to award the contract for all categories to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid items due to any variations during the warranty period. We undertake, if our Bid is accepted to complete the Supply in accordance within the given time period.

We understand that the process of procurement is governed by PPRA Rules 2014. However, any additional conditions specified in the bidding document shall remain applicable. Until a formal contract is

Package Name: Laptops and Scanners
 Package No: PBTE / P&M / 2024-25 /56

Signature of bidder with official stamp
 Dated:

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

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

Dated this _____ day of _____ 20_____.

Note: The bidder must submit sample of all items in PBTE premises. All applicable taxes at the time of payment will be deducted Charge at the rate of tax announced by the Govt. from time to time will be applicable. The bidder will be qualified technically only to meets the eligibility criteria, technical score and approval of samples duly approved by the technical experts.

SECTION II. BIDDER'S COMMENTARY FORM

Package Name: Laptops and Scanners
Package No: PBTE / P&M / 2024-25 /56

Signature of bidder with official stamp
Dated:

Form II. Bidder's Commentary Form

Sr. No.	Item Name with Specifications		Comments
1	Laptops	<ol style="list-style-type: none"> 1. CPU: Intel Core i7-1355U or Higher 13th Gen-Display: 15.6" UHD 2. RAM: 16 GB storage: 512 GB SSD NVME-connectivity: Wi-Fi, Bluetooth-Additional Features: Webcam, Dual speakers, DOS, carry case 	

Sr. No.	Item Name with Specifications			Comments	
2	Scanner	01	Resolution	up to 600 x600 dpi (color and mono, ADF); up to 1200 x1200 dpi (color and mono, flatbed)	
		02	Maximum document scan size	8.5 x 122 in	
		03	Scannable media types	paper (banner, inkjet, photo, plain), envelopes labels, cards (greeting, index)	
		04	Input type	ADF, CIS scanning technology; Flatbed	
		05	Auto document feeder	Standard, 60 sheets	
		06	Supported operating systems	Windows 11, Windows 10, Windows 8, windows 8.1, Windows 7, Windows Server	
		07	Media size ADF	Letter, Legal, Executive, A4, A5, A6, B5, B5(JIS)	

STANDARD BIDDING DOCUMENT
Punjab Board of Technical Education
Lahore



PART-V

Section I. Financial Bid / Proposal Form

Procurement of
Laptops and Scanners
Package No. PBTE / P&M / 2024-25 /56

Package Name: Laptops and Scanners
Package No: PBTE / P&M / 2024-25 /56

Signature of bidder with official stamp
Dated:

FORM OF BID – Financial Proposal / Bid

Financial Bid for Procurement of Laptops and Scanner.

Name of Firm:

GST. #

Income Tax #

Name of Firm Owner/ Representative:

Serial #	Description	specifications		Quantity	Amount inclusive all taxes	
01	Laptop	1. CPU: Intel Core i7-1355U or Higher 13 th Gen-Display: 15.6" UHD 2. RAM: 16 GB storage: 512 GB SSD NVME-connectivity: Wi-Fi, Bluetooth-Additional Features: Webcam, Dual speakers, DOS, carry case		03 Nos	10,00,000/-	
02	Scanner	01	Resolution	up to 600 x600 dpi (color and mono, ADF); up to 1200 x1200 dpi (color and mono, flatbed)	01 NO	200,000/-
		02	Maximum document scan size	8.5 x 122 in		

Package Name: Laptops and Scanners
 Package No: PBTE / P&M / 2024-25 /56

Signature of bidder with official stamp
 Dated:

FORM OF BID – Financial Proposal / Bid

		03	Scannable media types	paper (banner, inkjet, photo, plain), envelopes labels, cards (greeting, index)		
		04	Input type	ADF, CIS scanning technology; Flatbed		
		05	Auto document feeder	Standard, 60 sheets		
		06	Supported operating systems	Windows 11, Windows 10, Windows 8, windows 8.1, Windows 7, Windows Server		
		07	Media size ADF	Letter, Legal, Executive, A4, A5, A6, B5, B5(JIS)		
Total Estimate Rs.						12,00,000/-

TOTAL VALUE OF PACKAGE IN WORDS :**Note:**

1. Bids Quoted over and above Tender Estimated Amount shall be rejected.
2. The tenderer shall fill in the tender documents with ink. Any interlineation, erasures, overwriting or Errors (if any) shall be scored out, and corrections

Package Name: Laptops and Scanners
 Package No: PBTE / P&M / 2024-25 /56

Signature of bidder with official stamp
 Dated:

FORM OF BID – Financial Proposal / Bid

re-written legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer.

Non-compliance of this condition shall render the tender liable to rejection.

3. In case of discrepancy between unit price and total, the unit price shall prevail.
4. It shall be the responsibility of the Contractor / Firm / Bidder to develop understanding with the project at their own risk and cost and it is strongly recommended to visit the site(s) before submission of the bid.
5. It is the responsibility of the firm / contractor to thoroughly read the bidding documents and completely fill in the Prices (inclusive of all applicable taxes & installation, delivery charges or any other charges etc.) in the Bid Schedule, any item left blank shall be considered that the firm / contractor will supply the item / carry out the work at free of cost or as directed by the Executing Agency.
6. It is responsibility of the Contractor / Firm / Bidder to approach relevant Tax authorities / departments for the confirmation of applicable taxes; executing agency will deduct all applicable taxes at the time of disbursement of the payment.
7. It will be assumed that rates quoted are inclusive of all applicable taxes, conditional rates will be considered as non-responsive and will result in rejection of bid.
8. Contractor is advised to approach relevant tax authorities for applicable taxes as executing agency shall deduct all applicable taxes at the time of making/disbursement of the payment.
9. Any conditional bid shall be rejected.

We understand that the purchaser intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

Note: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

Note: Amounts shall be inclusive of all applicable taxes, duties, etc.

Signature:

Name:

Stamp:

Date:

Package Name: Laptops and Scanners
 Package No: PBTE / P&M / 2024-25 /56

Signature of bidder with official stamp
 Dated: