

## BIDDING DOCUMENT

No: F. 1(22)/DD-AC/DGRE/2020

National Competitive Bidding

Single Stage-Two Envelope

PURCHASE OF FURNITURE & FIXTUREProject: Establishment of Directorate General of Religious Education

Issued To:
Name: _____
Date: _____
Issued by:

Director Administration, Registration &amp; Coordination

Directorate General of Religious Education (DGRE)

Sector G-8/4, Taleemi Chowk, Islamabad Capital Territory

Phone: 92 51 9261 131-4

Email: [directorarc@dgre.gov.pk](mailto:directorarc@dgre.gov.pk)

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Grievance Redressal Committee  
(Under Rule 48 of Public Procurement Rules-2004)

Sr. No.	Name	Designation	Position	Mailing Address	Phone	Email Address
1	Syed Junaid Akhlaq	Director General – DGRE	Chairman	DGRE, Sector G-8/4, Taleemi Chowk, Islamabad	051-9204596	<a href="mailto:junaidakhlaque@hotmail.com">junaidakhlaque@hotmail.com</a>
2	Habibullah Khan	Director Admin – DGRE	Member	-do-	051-9261133	<a href="mailto:directorarc@dgre.gov.pk">directorarc@dgre.gov.pk</a>
3	Suhail Ahmed	Director Finance – DGRE	Member	-do-	051-9261135	<a href="mailto:directorfinance@dgre.gov.pk">directorfinance@dgre.gov.pk</a>
4	Raja Shafqat Iqbal	Dy. Director - DGRE	Member / Secretary	-do-	0309-5276516	<a href="mailto:ddac@dgre.gov.pk">ddac@dgre.gov.pk</a>

Invitation for Bids  
National Competitive Bidding

Ref: F.No. 1(22)/DD-AC/DGRE/2020

Dated: 05<sup>th</sup> March, 2021

Sealed tender for supply of Furniture & Fixture **tabled** below are invited from original **manufacturer / Authorized Dealers / General Order Suppliers** (eligible bidders are defined in bidding documents in detail) to the Directorate General of Religious Education (DGRE) for the Financial Year 2020-21:

<b>Sr. No.</b>	<b>Item</b>	<b>Quantity</b>	<b>Bid Security (PKR)</b>
1	Executive Table	55 (Pcs)	2.00% of bid price
2	Office Table	68 (Pcs)	2.00% of bid price
3	Executive Chair	72 (Pcs)	2.00% of bid price
4	Revolving Chair	51 (Pcs)	2.00% of bid price
5	Visitor Chair	243 (Pcs)	2.00% of bid price
6	Computer Table	123 (Pcs)	2.00% of bid price
7	Sofa Set 8 Seaters	1 (Pc)	2.00% of bid price
8	Sofa Set 6 Seaters	18 (Pcs)	2.00% of bid price
9	Center Table	3 (Pcs)	2.00% of bid price
10	Corner Table	19 (Pcs)	2.00% of bid price
11	Side Rack	123 (Pcs)	2.00% of bid price
12	File Rack	141 (Pcs)	2.00% of bid price
13	Coat Hanger	19 (Pcs)	2.00% of bid price
14	Reception Table	17 (Pcs)	2.00% of bid price
15	Reception Chair	17 (Pcs)	2.00% of bid price
16	Sofa for Reception Area 10 Sitter	17 (Pcs)	2.00% of bid price
17	Honor Board	19 (Pcs)	2.00% of bid price
18	Safe Iron	19 (Pcs)	2.00% of bid price
19	Book Shelf	19 (Pcs)	2.00% of bid price
20	Key Box	17 (Pcs)	2.00% of bid price

2. Director (Administration, Registration & Coord.), invites sealed bids for the supply of above-

mentioned items from original Manufacturers / Authorized Distributors / General Order Suppliers having registration with income tax and sale tax Authorities. A detail eligibility criterion is mentioned in the bidding documents.

3. Bidding documents containing detail list of Furniture & Fixture **along** with terms and conditions can be obtained free of cost from the office of Director Administration DGRE Head Office, Sector G-8/4, Taleemi Chowk, Islamabad during working office hours. The same can also be downloaded from official websites of DGRE (<http://www.dgre.gov.pk/>)/Ministry of Federal Education and Professional Training ([mofept.gov.pk](http://mofept.gov.pk))/or <https://www.ppra.org.pk>.
4. Sealed Bids (Technical and Financial bids under single stage two envelop format) prepared in accordance with the instruction given in the tender documents and complete in all respect should reached office of the Director Administration DGRE Head Office, Sector G-8/4, Taleemi Chowk, Islamabad on or before Wednesday, 26<sup>th</sup> March, 2021 at 03:00 PM which will be opened publicly on the same day at 03.30 PM in the office of Director Administration DGRE Head Office, Sector G-8/4, Taleemi Chowk, Islamabad..

(Habibullah Khan)  
Director (Administration),  
Directorate General of Religious Education (DGRE)  
Sector G-8/4, Taleemi Chowk, Islamabad Capital Territory  
Ph: 92 51 9261131-4, Email: directorarc@dgre.gov.pk

Part-I  
Section I.

A- Instructions to Bidders

S#	Head	Detail Instruction to bidder
1	Scope of Bid	1.1. Directorate General of Religious Education invites sealed bids for <b>procurement of Furniture &amp; Fixture</b> as specified in detail in the schedule of requirements along with technical specification at DGRE office Taleemi Chowk Sector G-8/4 Islamabad.
2	Eligible Bidders	2.1. This Invitation for Bids is open to all suppliers, except as provided hereinafter. 2.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Furniture & Fixture to be purchased under this Invitation for Bids. 2.3. 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. 2.4. Bidders shall not be under a declaration of blacklisting by any Government department or Public Procurement Regulatory Authority (PPRA).
3	Eligible Furniture & Fixture and Services	3.1. All Furniture & Fixture and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such Goods and services. 3.2. For purposes of this clause, "origin" means the place where the Furniture & Fixture are mined, grown, or produced, or the place from which the related services are supplied. Furniture & Fixture 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. 3.3. The origin of Furniture & Fixture and services is distinct from the nationality of the Bidder.
4	Cost of Bidding	4.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency 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	5.1. The Furniture & Fixture required, bidding procedures, and
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	Bidding Documents	<p>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"> <li>a) Instructions to Bidders (ITB)</li> <li>b) Schedule of Requirements</li> <li>c) Technical Specifications</li> <li>d) Bid Submission Form</li> <li>e) Manufacturer's Authorization Form</li> <li>f) Price Schedules</li> <li>g) Contract Form</li> <li>h) General Conditions of Contract (GCC)</li> <li>i) Special Conditions of Contract (SCC)</li> </ul> <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 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 bid.</p>
6	Clarification of Bidding Documents	<p>6.1. A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p>
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.</p> <p>7.2. All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.</p> <p>7.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.</p>

#### B. Preparation of Bids

8	Language of Bid	<p>8.1. The 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</p>
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		written in English. Supporting documents and printed literature furnished by the Bidder may be in same language.
<b>9</b>	Documents Comprising the Bid	<p>9.1. The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> <li>a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;</li> <li>b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;</li> <li>c) documentary evidence established in accordance with ITB Clause 14 that the Furniture &amp; Fixture and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and</li> <li>d) bid security furnished in accordance with ITB Clause 15</li> </ul>
<b>10</b>	Bid Form	10.1. The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Furniture & Fixture to be supplied, a brief description of the Furniture & Fixture, their country of origin, quantity, and prices
<b>11</b>	Bid Prices	<p>11.1. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Furniture &amp; Fixture it proposes to supply under the contract.</p> <p>11.2. Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The vendor will bear all of the responsibilities, risk and cost associated with transporting Furniture &amp; Fixture till received by Purchaser.</p> <p>11.3. The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>11.4. Prices (in PKR) quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.</p>
<b>12</b>	Bid Currencies	12.1. Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.



13	Documents Establishing Bidder's Eligibility and Qualification	<p>13.1. the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>13.2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible.</p> <p>13.3. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <p>a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;</p> <p>b) the potential bidder must also fulfill the following: -</p> <ul style="list-style-type: none"> <li>i. Registration with SECP / Registrar of Firms</li> <li>ii. NTN Certificate, GST Certificate, active status on Active Taxpayer List (ATL) of FBR.</li> <li>iii. The bidder must have at least one certified / authorized operational office</li> <li>iv. Minimum 2 years' experience in supply of Furniture &amp; Fixture.</li> <li>v. Experience of supply of similar items to Government Departments.</li> <li>vi. Income Tax Returns for the last 2 years</li> <li>vii. Power of Attorney (see Annexure for template) from the Bidding Firm / Company authorizing the relevant person to represent it (if applicable).</li> <li>viii. Undertaking on Judicial Paper that the firm fulfills eligibility requirements of ITB Clause 2, is not blacklisted and not involved in litigation with any of provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.</li> <li>ix. Technical Brochures of items quoted, mentioning its specifications, manufacture's model product number, and country of origin must be provided along with the quotations.</li> </ul> <p>Note: In case of exemption from any tax, valid Tax Exemption Certificate shall also be attached.</p>
14	Documents Establishing	<p>14.1. The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the</p>

	Furniture & Fixture Eligibility and Conformity to Bidding Documents	<p>bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>14.2. The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the Furniture &amp; Fixture and services offered</p> <p>14.3. The documentary evidence of conformity of the Furniture &amp; Fixture and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p style="padding-left: 40px;">a) The Bidder shall attach with the Bid Technical Brochures of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin.</p>
15	Bid Security	<p>15.1 The Bidder shall furnish, as part of its bid, a Bid Security @ 2% of the total Quoted Bid Value for a tender in Pak Rs. In the shape of pay order/demand draft/call deposit in the name of Director Administration, Registration &amp; Coordination, Directorate General of Religious Education (DGRE), Sector G-8/4, Taleemi Chowk, Islamabad. Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.</p> <p>15.2 The Bid Security (in the shape of pay order/demand draft/call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.</p> <p>15.3 The successful Bidder's Bid Security shall be discharged upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by the Directorate General of Religious Education, Sector G-8/4, Taleemi Chowk, Islamabad, with the Bank of the successful bidder.</p> <p>15.4 The bid Security may be forfeited:</p> <p style="padding-left: 40px;">(a) if a Bidder withdraws its bid during the period of bid validity; <b>or</b></p> <p style="padding-left: 40px;">(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance guarantee (if any).</p>
16	Period of Validity of Bids	<p>16.1. Bids shall remain valid for the period of sixty (60) days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</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. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid,</p>

		<p>except as provided in ITB Clause 16.3.</p> <p>16.3. In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price may be adjusted by a factor specified in the request for extension.</p>
17	Format and Signing of Bid	<p>17.1. The bids shall be submitted in the format of Single Stage-Two Envelop. The envelopes shall be marked as "Technical Proposal" and "Financial Proposal" as defined in PPRA rule 36(b).</p> <p>Technical Proposal: Original + 1 Copy (marked accordingly on the inner envelopes).</p> <p>Financial Proposal: Original + 1 Copy (on prescribed forms, i.e., Bid Submission Form &amp; Price Schedules)</p> <p>Note: These Forms are provided with these Bidding Documents. All the envelopes shall be placed in a common outer envelope which shall contain following title "<b>Bid for PURCHASE OF FURNITURE &amp; FIXTURE</b>"</p> <p>17.1. This envelope shall be addressed to Director (Admin, Registration &amp; Coordination), Sector G-8/4, Taleemi Chowk, Islamabad Capital Territory, with name &amp; address of the bidder.</p> <p>a) The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>b) Any interlineations, erasures, or overwriting shall be valid only if they are signed &amp; stamped by the person or persons signing the bid.</p> <p>c) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>

### C. Submission of Bids

18	Sealing and Marking of Bids	<p>18.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.</p> <p>18.2. The inner and outer envelopes shall Address for Bid Submission: Director Administration DGRE Sector G-8/4,</p>
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		<p>Taleemi Chowk, Islamabad Capital Territory, with Title and Number: PURCHASE OF FURNITURE &amp; FIXTURE Ref: F.No.1(22)/DD- AC/DGRE/2020</p> <p>18.3. If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or pre mature opening.</p>
19	Deadline for Submission of Bids	<p>19.1. Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than Monday, 26<sup>th</sup> March, 2021 03:00 PM.</p> <p>The Purchaser may, at its discretion, extend this deadline for the submission of 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 Bids	<p>20.1. Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.</p>
21	Modification and Withdrawal of Bids	<p>21.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p> <p>21.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3. No bid may be modified after the deadline for submission of bids.</p> <p>17.1. No 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 bid during this interval may result in the Bidder's forfeiture of its bid</p>

#### D. Opening and Evaluation of Bids

22	Opening of Bids by the Purchaser	<p>22.1. Time, Date, and Place for Bid Opening 03:30 PM, Date: Monday, 26<sup>th</sup> March, 2021 at DGRE office Sector G-8/4, Taleemi Chowk, Islamabad Capital Territory</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</p>
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		<p>Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.</p> <p>22.3. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>The Purchaser will prepare minutes of the bid opening</p>
<b>23</b>	Clarification of Bids	<p>23.1. During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its 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.</p>
<b>24</b>	Preliminary Examination	<p>24.1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</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. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3. The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>24.4. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p>

		24.5. If a 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 non-conformity.
<b>25</b>	Qualification & Evaluation of Bids	25.1. Criteria for bid evaluation: Substantively responsive bid (from qualified bidder) offering the lowest Delivered Duty Paid (DDP) price individually for Each Item. 25.2. The Purchaser's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.
<b>26</b>	Contacting the Purchaser	26.1. Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing. 26.2. Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

#### Award of Contract

<b>27</b>	Award Criteria	27.1. Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
<b>28</b>	Purchaser's Right to Vary Quantities at Time of Award	28.1. The Purchaser reserves the right at the time of contract award to increase or decrease, by the 30%, the quantity of Furniture & Fixture originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>29</b>	Purchaser's Right to Accept or Reject All Bids	29.1. The Purchaser reserves the right to accept or reject all 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 Bidder or bidders of the grounds for the Purchaser's action.
<b>30</b>	Notification of Award	30.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing that its bid has been accepted 30.2. Upon the successful Bidder's furnishing of the performance guarantee, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

		30.3. The enforcement of the Contract shall be governed by Rule 44 of the PPRA-2004.
<b>31</b>	Signing of Contract	<p>31.1. At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>31.2. Within Ten (10) days of the issuance of Contract Award Notification, the successful Bidder shall sign and date the contract and return it to the Purchaser.</p>
<b>32</b>	Performance Guarantee	<p>32.1. Within Ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance guarantee @ 5 % on Contract Amount in accordance with the Conditions of Contract, in the performance guarantee Form or in another form acceptable to the Purchaser.</p> <p>32.2. Failure of the successful Bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 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>
<b>33</b>	Corrupt or Fraudulent Practices	<p>33.1. 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).</p> <ul style="list-style-type: none"> <li><b>i</b> "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; and</li> <li><b>ii</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,</li> <li><b>iii</b> "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;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;The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Public Procurement Rules 2004, if it at any time determines that the firm has engaged in corrupt or</li> </ul>

		fraudulent practices in competing for, or in executing, a Bank-financed contract.
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## 34. List of Items &amp; Bid Security

Sr #	Item	Quantity	Bid Security (PKR)
1	Executive Table	55 (Pcs)	2.00% of bid price
2	Office Table	68 (Pcs)	2.00% of bid price
3	Executive Chair	72 (Pcs)	2.00% of bid price
4	Revolving Chair	51 (Pcs)	2.00% of bid price
5	Visitor Chair	243 (Pcs)	2.00% of bid price
6	Computer Table	123 (Pcs)	2.00% of bid price
7	Sofa Set 8 Seaters	1 (Pc)	2.00% of bid price
8	Sofa Set 6 Seaters	18 (Pcs)	2.00% of bid price
9	Center Table	3 (Pcs)	2.00% of bid price
10	Corner Table	19 (Pcs)	2.00% of bid price
11	Side Rack	123 (Pcs)	2.00% of bid price
12	File Rack	141 (Pcs)	2.00% of bid price
13	Coat Hanger	19 (Pcs)	2.00% of bid price
14	Reception Table	17 (Pcs)	2.00% of bid price
15	Reception Chair	17 (Pcs)	2.00% of bid price
16	Sofa for Reception Area 10 Sitter	17 (Pcs)	2.00% of bid price
17	Honor Board	19 (Pcs)	2.00% of bid price
18	Safe Iron	19 (Pcs)	2.00% of bid price
19	Book Shelf	19 (Pcs)	2.00% of bid price
20	Key Box	17 (Pcs)	2.00% of bid price

## 35. Schedule of requirements

Sr #	Item	Quantity	Delivery Time	Delivery Location
1	Executive Table	55 (Pcs)	30 Days	07 Pcs at DGRE HO, Islamabad & 3 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan,



				Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
2	Office Table	68 (Pcs)	30 Days	04 Pcs at DGRE HO, Islamabad & 64 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
3	Executive Chair	72 (Pcs)	30 Days	08 Pcs at DGRE HO, Islamabad & 4 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
4	Revolving Chair	51 (Pcs)	30 Days	03 Pcs at DGRE HO, Islamabad & 03 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
5	Visitor Chair	243 (Pcs)	30 Days	51 Pcs at DGRE HO, Islamabad & 12 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
6	Computer Table	123 (Pcs)	30 Days	11 Pcs at DGRE HO, Islamabad & 7 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
7	Sofa Set 8 Seaters	1 (Pc)	30 Days	At DGRE HO, Islamabad,
8	Sofa Set 6 Seaters	18 (Pcs)	30 Days	02 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
9	Center Table	3 (Pcs)	30 Days	At DGRE HO, Islamabad
10	Corner Table	19 (Pcs)	30 Days	03 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu

				Skardu
11	Side Rack	123 (Pcs)	30 Days	11 Pcs at DGRE HO, Islamabad & 07 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
12	File Rack	141 (Pcs)	30 Days	13 Pcs at DGRE HO, Islamabad & 08 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
13	Coat Hanger	19 (Pcs)	30 Days	03 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
14	Reception Table	17 (Pcs)	30 Days	01 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
15	Reception Chair	17 (Pcs)	30 Days	01 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
16	Sofa for Reception Area 10 Sitter	17 (Pcs)	30 Days	01 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
17	Honor Board	19 (Pcs)	30 Days	03 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
18	Safe Iron	19 (Pcs)	30 Days	03 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan,

				Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
19	Book Shelf	19 (Pcs)	30 Days	03 Pcs at DGRE HO, Islamabad & 01 Pcs each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu
20	Key Box	17 (Pcs)	30 Days	01 Pcs at DGRE HO, Islamabad & 01 Pc each to Regional Office i.e. Karachi, Hyderabad, Sukkur Quetta, Loralai, Khuzdar, Lahore, Multan, Rawalpindi, Peshawar, DI Khan, Swat, Muzafarabad, Mirpur, Gilgit and Skardu

## Part-I

## Section IV. Technical Specifications

Sr. No.	Item Description	Required Specifications
1	Executive Table	Size: 72 x 36 x 30 Made by Hash Wood, Border by Sheesham Wood, Drawers 3 qty, Channel 12 inch, Mate Polish, Licer Polish
2	Office Table	Size: 60 x 36 x 30, Made by Hashwood, Boarder Sheesham Wood Drawer: 3, Channel: 12 inch
3	Executive Chair	High Back, Local Hydrolic, Leathered imported frame, 10 year warranty Foam or higher
4	Revolving Chair	Revolving, High Back, Imported Hydrolic, Foam with 10 Year Warranty or higher, Green Leathered
5	Visitor Chair	Frame Sheesham Wood, Mate Polish, Green leathered
6	Computer Table	Size 48 x 30 x 30 Made by Sheesham Board and Commercial Board, Polish Mate, Key Board Tray, CPU Cabin
7	Sofa Set 8 Sitter	(3 Sitter, 3 Sitter, 2 Sitter) Keekar Frame, Leathered Green Molty Foam, Cushion Arm Rest
8	Sofa Set 6 Sitter	(2 Sitter, 2 Sitter, 2 Sitter) Keekar Frame, life Time Warranty Foam, Green leathered, cushion Arm Rest
9	Center Table	Material Glass Wood, Top Glass or winboard: 10 mm

10	Corner Table	Size: 30 x 30 x30 Material Win Board Sheet, Mate Polish
11	Side Rack	Size: 16 x 36 x 30 Material: Win Board / Hash Board Keyboard Tray, CPU Cabin, Book Rack / Cabin, Polish Mate
12	File Rack	Size: 36 x 72 Win Board, Mate Polich, Back side Close, Front Open with 4 layer
13	Coat Hanger	Wooden Sheesham, Mate Polish, Length: 48, Wooden Frame
14	Reception Table	Size: 24 x 60 x 30 Material Patex Sheet, Edge Taping, Two Drawers
15	Reception Chair	Low Back One Piece Chair with Arm Rest, Taiwan Base 30 inches, Steel Ring for Foot Rest and Taiwan Base
16	Sofa for Reception Area 10 Sitter	(3 Sitter, 3 Sitter, 2 Sitter, 2 Sitter) Keekar Frame, Leathered Green Molty Foam, Cushion Arm Rest
17	Honor Board	1.5 feet x 2 Wooden Frame
18	Safe Iron	Size 48 x 84 Material: Mild Sheet, Gauge 22, 2 doors, Locker 2 qty
19	Book Shelf	Size: 36 x 72 Win Board, Mate Polich, Back side Close, Front Open with 4 layer
20	Key Box	Size 2 x 1, Wooden Frame, Key Hooks, Mate Polish, Lockable Glass Ralying

Part-I  
Section V. Bidding Forms

Bid Submission Form-1

REF: F.No.1 (22)/DD-AC/DGRE/2020

Date: -----

No: -----

To  
Director (Admin, Registration & Coord.),  
Sector G-8/4, Taleemi Chowk, Islamabad

Having examined the bidding documents including Addenda Nos. [\_\_\_\_\_], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Furniture & Fixture under the contract PURCHASE OF **FURNITURE & FIXTURE** in conformity with the said bidding documents for the sum of [\_\_\_\_\_ total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of Agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

\_\_\_\_\_

\_\_\_\_\_

(if none state "None")

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

Dated this \_\_\_\_\_ day \_\_\_\_\_ 2021

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

### Bid Submission Form-2

Required Documentation for Determining Eligibility of Bidders and Evaluation of Bids	Checklist (To be initialed by Bidder against each document	Relevant page number in the Bid (To be filled by Bidder)	Name of the Document that are submitted to meet the Requirement (To be filled by the Bidder)
Column 1	Column 2	Column 3	Column 4
Registration with SECP / Registrar of Firms			
NTN Certificate			
GST Certificate			
On Active Tax Payer List of FBR			
At least one certified / authorized office			
Minimum two year experience in supply of Furniture & Fixture			
Supply of similar items to government departments			
Income tax return for last two years			
Technical brochures of items quoted			
Power of Attorney / Affidavit to the affect that the respective bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practice by any government			

- The bidders should only initial against those requirements that they are attaching with the form. In case they do not any document to attach, the corresponding cell in column 2 should be left blank.
- Bidders are required to mention the exact page umber of the relevant document placed in the bid. Bidders are advised to attaché all supporting documents with this form in the order of the requirement as mentioned in the column 1.

## Price Schedules

Sr #	Item	Quantity	Brand / Model	Country / Origin	Unit Price (PKR)*	Sub Total (Including all taxes)
1	Executive Table	55 (Pcs)	30 Days			
2	Office Table	68 (Pcs)	30 Days			
3	Executive Chair	72 (Pcs)	30 Days			
4	Revolving Chair	51 (Pcs)	30 Days			
5	Visitor Chair	243 (Pcs)	30 Days			
6	Computer Table	123 (Pcs)	30 Days			
7	Sofa Set 8 Seaters	1 (Pc)	30 Days			
8	Sofa Set 6 Seaters	18 (Pcs)	30 Days			
9	Center Table	3 (Pcs)	30 Days			
10	Corner Table	19 (Pcs)	30 Days			
11	Side Rack	123 (Pcs)	30 Days			
12	File Rack	141 (Pcs)	30 Days			
13	Coat Hanger	19 (Pcs)	30 Days			
14	Reception Table	17 (Pcs)	30 Days			
15	Reception Chair	17 (Pcs)	30 Days			
16	Sofa for Reception Area 10 Sitter	17 (Pcs)	30 Days			
17	Honor Board	19 (Pcs)	30 Days			
18	Safe Iron	19 (Pcs)	30 Days			
19	Book Shelf	19 (Pcs)	30 Days			
20	Key Box	17 (Pcs)	30 Days			

\*Inclusive all taxes

## Part-II

## Section I. Contract Forms

## Contract Form

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 between Directorate General of Religious Education (DGRE) , Sector G-8/4, Taleemi Chowk, Islamabad Capital Territory (hereinafter called "the Purchaser") of the one part, and

\_\_\_\_\_ (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for Purchase of Furniture & Fixture and has accepted a bid by the Supplier for the supply of those Furniture & Fixture and services in the sum of [ \_\_\_\_\_ ] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - The Bid Form and the Price Schedule submitted by the Bidder;
  - the Schedule of Requirements;
  - the Technical Specifications;
  - the General Conditions of Contract; the Special Conditions of Contract; and
  - the Purchaser's Notification of Award.
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 & 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 Furniture & Fixture and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)



## Part-II

### Section II . General Conditions of Contract

#### 1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 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.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The Furniture & Fixture means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- d) "The Services" means those services ancillary to the supply of the Furniture & Fixture, 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.
- e) "GCC" mean the General Conditions of Contract contained in this section.
- f) "SCC" means the Special Conditions of Contract.
- g) "The Purchaser" means the organization purchasing the Furniture & Fixture s, as named in SCC.
- h) "The Purchaser's country" is Islamic Republic of Pakistan.
- i) "The Supplier" means the individual or firm supplying the Furniture & Fixture and Services under this Contract.
- j) "The Project Site," where applicable, means the place or places named in SCC.
- k) "Day" means calendar day.

2. **Application:** These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. **Standards:** The Furniture & Fixture supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Furniture & Fixture s' country of origin. Such standards shall be the latest issued by the concerned institution

#### 4. Performance Guarantee

- a) Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance guarantee @ 5 % of contract amount.
- b) 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.
- c) The performance guarantee shall be in Pak Rupees (PKR) and shall be in one of the

following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- d) 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.

## 5. Inspections and Tests

- a) The Purchaser or its representative shall have the right to inspect and/or to test the Furniture & Fixture 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.
- b) 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 Furniture & Fixture's final destination. If conducted on the premises of the Supplier or its 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.
- c) Should any inspected or tested Furniture & Fixture fail to conform to the Specifications, the Purchaser may reject the Furniture & Fixture, and the Supplier shall either replace the rejected Furniture & Fixture or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- d) The Purchaser's right to inspect, test and, where necessary, reject the Furniture & Fixture after the Furniture & Fixture's arrival in Pakistan shall in no way be limited or waived by reason of the Furniture & Fixture having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Furniture & Fixture's shipment from the country of origin.
- e) Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## 6. Packing

- a) The Supplier shall provide such packing of the Furniture & Fixture 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 Furniture & Fixture's final destination and the absence of heavy handling facilities at all points in transit.

## 7. Delivery and Documents

- a) Delivery of the Furniture & Fixture shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.
- b) Documents to be submitted by the Supplier are specified in SCC

## 8. Insurance:

- a) The Furniture & Fixture 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 sellers' responsibility.

## 9. Transportation

- a) The Supplier is required under the Contract to transport the Furniture & Fixture to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## 10. Warranty

- a) The Supplier warrants that the Furniture & Fixture supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Furniture & Fixture 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 Furniture & Fixture in the conditions prevailing in the country of final destination.
- b) This warranty shall remain valid for twelve (12) months after the Furniture & Fixture, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract,
- c) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- d) Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Furniture & Fixture or parts thereof, without costs to the Purchaser.
- e) 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.

## 11. Payment

- a) The method and conditions of payment to be made to the Supplier under this

Contract shall be specified in SCC.

- b) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Furniture & Fixture delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- c) Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- d) The currency of payment is Pak. Rupees.

#### 12. Prices

- a) Prices charged by the Supplier for Furniture & Fixture 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.

#### 13. Change Orders

- a) 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:
  - a. drawings, designs, or specifications, where Furniture & Fixture 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.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

#### 14. Contract Amendments

- a) Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### 15. Assignment

- a) 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.

#### 16. Delays in the Supplier's Performance

- a) Delivery of the Furniture & Fixture and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- b) If at any time during performance of the Contract, the Supplier or its

subcontractor(s) should encounter conditions impeding timely delivery of the Furniture & Fixture 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, in which case the extension shall be ratified by the parties by amendment of Contract.

- c) Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

#### 17. Liquidated Damages

- a) If the Supplier fails to deliver any or all of the Furniture & Fixture 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 Furniture & Fixture or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract

#### 18. Termination for Default

- a) 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:
  - a. if the Supplier fails to deliver any or all of the Furniture & Fixture within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser 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.

For the purpose of this clause:

"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.

"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.

- b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Furniture & Fixture or Services similar to those undelivered, and the Supplier shall be

liable to the Purchaser for any excess costs for such similar Furniture & Fixture or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 19. Force Majeure

- a) 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.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) 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.

#### 20. Resolution of Disputes

- a. 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.
- b. 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.

#### 21. Governing Language

- a. The Contract shall be written in English. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

#### 22. Applicable Law

- a. The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

#### 23. Notices

- a. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.
- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 24. Taxes and Duties

- a. Supplier shall be entirely responsible for all taxes, duties, license fees, etc.,

incurred until delivery of the contracted Furniture & Fixture to the Purchaser.

## Part-II

### 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.

1. **Definitions:** The Purchaser is Directorate General of Religious Education, Sector G-8/4, Jhelum Road, Taleemi Chowk, Islamabad Capital Territory
2. **Performance Guarantee:** The amount of performance guarantee, as a percentage of the Contract Price, shall be 05% (of the contract price) in the shape of Demand Draft from scheduled bank of Pakistan.
3. **Inspections and Tests:**
  - a) After delivery of Furniture & Fixture at the purchaser premises the purchaser shall inspect the quantity, quality and specification of Furniture & Fixture
  - b) The technical committee of DGRE will carry out detail physical examination of Furniture & Fixture supplied and can reject any item (s) if found not according to the approved technical specification etc, more over the supplier will also be responsible to replace the same without any further charges.
4. **Delivery and Documents:**
  - a) The bidder shall deliver the Furniture & Fixture at destination (s) in a scratch less condition with all the manufacturer supplied accessories.
  - b) The supplier shall arrange such transportation of Furniture & Fixture as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the schedule of requirements.
  - c) All cost associated with transportation including loading unloading and road taxes shall be borne by the supplier.
5. **Warranty:** The warranty period of the supplied Furniture & Fixture shall be minimum one year from the date of delivery of the supplies at the purchaser premises.
6. **Payment:** Payment to the successful bidder/supplier will be made through cross cheque upon:
  - a) Satisfactory delivery, inspection and testing of Furniture & Fixture
  - b) Submission of required documents
7. **Prices:** Prices shall be fixed
8. **Liquidated Damages:** Penalty for the delayed supplies shall be as under;
  - a) No penalty on supply within thirty (30) days
  - b) 0.5 % penalty shall be imposed for every day of delay after due time and up to maximum of 10% of total contract price.
9. **Resolution of Disputes:** In the case of any dispute concerning the interpretation and /or application of this contract shall be settled through arbitration. The head of department (DGRE) or his nominee shall act as sole arbitrator. The decision taken and /or award made by the sole arbitrator shall be final and binding on the parties.

## 10. Notices:

- a) Purchaser's address for notice purposes: Director Administration Directorate  
General of Religious Education(DGRE) Sector G-8/4, Taleemi Chowk, Islamabad  
Capital Territory
- b) Supplier's address for notice purposes\_\_\_\_\_:



# Annexure

## Undertaking for Correctness of Information and Non-

### Blacklisting

(To be provided on the letterhead of Bidder)

I, the undersigned, do hereby certify that all the statements made in this application / bid and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency at any time, if deems it necessary.

That the undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Procuring Agency deemed necessary to verify this statement regarding my (our) competence and general reputation.

That the undersigned understands and agrees that further qualifying information may be requested and I agree to furnish any such information at the request of the Procuring Agency.

That the undersigned / Applicant is not insolvent and not blacklisted by any of Provincial or Federal Government Department, Agency, Organization, NGO, INGO, IGO, or any other autonomous or corporate body anywhere in Pakistan.

The undersigned certify that my firm / company is not involved in \*litigation or arbitration and has not been declared ineligible / debarred by any of the Federal / Provincial Government or any other entity due to any reason whatsoever and is eligible to carry out the business in Pakistan for which this Bid / Application for Prequalification is being made.

Signed by an authorized representative

Name of the Bidder: \_\_\_\_\_

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

\*In case of involvement of bidder in any litigation or arbitration, current status or the proof of dispute resolution along with the history of litigation / arbitration for last ten years on Litigation History Form (See Annexures) shall be provided with the bid.

## CERTIFICATES

(To be provided by the bidders on letterhead along with tender duly filled in, signed and stamped)

<b>1</b>	We hereby confirm to have read carefully the description of stores and all the terms and conditions of your tender enquiry No. F.No.1(22)/DD- AC/DGRE/2020 due for opening on Monday, 26 <sup>th</sup> March, 2021 03:00 PM for the supply of specified stores in addition to the conditions as appended herewith and also all the special instructions attached to the said tender enquiry. We agree to abide by all those instructions/conditions
<b>2</b>	We also hereby confirm that the stores offered by us are exactly to the particulars and specifications as laid down in your tender enquiry in all respects
<b>3</b>	The stores offered by us are of (a) foreign origin or (b) local origin
<b>4</b>	We accept that if the required Bid Security is not furnished or our offer is found lacking in any of the requirement of your tender enquiry, it shall be ignored.
<b>5</b>	We hereby confirm to understand that the delivery period is the essence of the contract and it will be strictly adhered to by us. In case of failure, we agree that contract shall stand cancel and performance guarantee shall be forfeited and procuring agency reserves the right to purchase the store from elsewhere without any notice at the risk and cost of defaulting contractor
<b>6</b>	Certified that the prices quoted to the department against tender No. F.No.1(22)/DD- AC/DGRE/2020 are not more than the prices, we charged from any other purchasing agencies in the country. In case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess
<b>7</b>	We are responsible for the free replacement of stores if the same is found to be substandard or not suitable for the Machine/Engine/Equipment or at variance with the specifications given in the tender enquiry
<b>8</b>	We guarantee to supply stores exactly in accordance with the Requirements specified in the invitation to Tender No. F.No.1(22)/DD- AC/DGRE/2020
<b>9</b>	Name of bidder _____ Signature of bidder _____ Designation of bidder _____ Seal _____

Witness:

- a. Name, Signature \_\_\_\_\_
- b. Full Address \_\_\_\_\_
- c. Date \_\_\_\_\_
- d. Sign and submit to \_\_\_\_\_ or its authorized nominee, the

## Annexure-III

Power of Attorney (For signatory of Application)  
 [To be printed on a PKR 100 stamp paper]

KNOW ALL MEN BY THESE PRESENTS THAT by this Power of Attorney ("Power of Attorney"), \_\_\_\_\_ [Insert name firm/Company] having its registered office at [-----], does hereby nominate, appoint and authorize Mr. \_\_\_\_\_, having CNIC

- i. Sign and submit to \_\_\_\_\_ or its authorized nominee, the Prequalification Application / Bid for "IT, OFFICE EQUIPMENTS AND FURNITURE & FIXTURE", in response to the advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the Prequalification Application / Bidding Documents.
- ii. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the fore going; and
- iii. do and carry out all other actions as may be required by the Procuring Agency in connection with the Prequalification / bidding process as a whole;
- iv. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Prequalification / Bid in response to the above referred Advertisement including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [Insert name of Firm/Company], do hereby ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, we have executed this POWER OF ATTORNEY as of [Date].

FOR: [INSERT NAME OF BIDDER]

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

CNIC/Passport No.: \_\_\_\_\_

## MANUFACTURER'S AUTHORIZATION FORM

[See Clause 13.3 (a) of the Instructions to Bidders.] To: Director (Admin, Registration & Coord.)

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the Furniture & Fixture] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. F.No.1(22)/DD-AC/DGRE/2020 for the above Furniture & Fixture manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the Furniture & Fixture offered for supply by the above firm against this Invitation for Bids.

---

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Annexure - V

## INTEGRITY PACT

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

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

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 the Pakistan (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 times 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: Director (Admin, Registration &amp; Coord.) Name of Seller/Supplier:.....

Signature: .....

[Seal]

Signature: .....[Seal]



