

**FEDERAL BOARD OF INTERMEDIATE AND SECONDARY
EDUCATION (FBISE)**

BIDDING DOCUMENTS

For

**Custom Clearing Agent & Air Freight for Examination
Material to Abroad**



INVITATION FOR BID

Sealed tenders (One Stage One Envelope) are invited for Procurement of Custom Clearing Agent Air Freight for Examination Material to Abroad as per tender documents.

2. Interested firms/dealers registered with Income Tax and Sales Departments and on Active Tax Payers List of FBR may quote the rates of the items on **EPAD (Mandatory)** and in sealed cover envelope duly inscribed as under:-

**“Custom Clearing Agent & Air Freight for Examination Material to
Abroad”**

3. Tender documents containing terms and conditions for purchase of above said items can be collected from the Assistant Secretary (Procurement & Store), FBISE on any working day during office hours or can be downloaded from FBISE website. Cost of each tender document is Rs.7000/- (non-refundable), Challan form can be printed from www.fbise.edu.pk and submitted in any branch of HBL, MCB, 1Bill and Easy Paisa.

4. The sealed tender(s) along with earnest money which is fixed Rs. 100,000/-for each package should be submitted on **EPAD (Mandatory)** and hardcopy in the FBISE before **20-01-2025** at **10:00 am**. Tender will be opened on same day at **10:30 am** in presence of tenderer/representatives.

5. This advertisement is also available on PPRA and FBISE`s websites. The bidders are requested to frequently visit the websites for any updates/amendments.

Bid Data Sheet

| A. Introduction | |
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| ITB 1.1 | The Purchaser is: Federal Board of Intermediate and Secondary Education (FBISE), Islamabad |
| ITB 1.1 | The name of the Contract is: Custom Clearing Agent & Air Freight for Examination Material to Abroad for FBISE |
| B. Bidding Document | |
| ITB 6.1 | For clarification purposes only, the Purchaser's address is: Attention: Secretary, Federal Board of Intermediate and Secondary Education (FBISE), 4 Service Rd S, H-8/4 H 8/4 H-8, Islamabad, City: Islamabad ZIP Code: 44000 Country: Pakistan Telephone: Ph: 051-9269535 |
| C. Preparation of Bids | |
| ITB 9.1 | The language of the Bid is: English |
| ITB 10.1 (h) | The Bidder shall submit the following additional documents with its Bid: <ul style="list-style-type: none">(a) Proof of registration with tax authorities(b) Proof of legal existence of bidder as a Company, partnership, or Association of persons or sole proprietor for at least 3 years in the relevant business(c) Documents establishing experience of bidder(d) Technical literature about the quoted product(e) Signed statement that the bidder is not blacklisted by FBISE |

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| | or any agency including any local, provincial, or national government, the ADB, the World Bank, any corporate or a similar institution etc. |
| ITB 12.6 | The prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract. |
| ITB 12.7 | Prices quoted for each lot shall correspond to 100 % of the items and quantities specified in the lot. |
| ITB 18.1 | The bid validity period shall be 40 days. Any bid not providing the desired bid validity shall be considered having a major deviation and thus ineligible for consideration of evaluation. |
| ITB 19.1 | A Bid Security fix Rs.100,000/-(Rupees One Lac Only). |
| ITB 22.1 | In addition to the original of the Bid, the number of copies is: 0 |
| ITB 22.2 | The written confirmation of Authorization to sign on behalf of the Bidder shall consist of a written confirmation : A statement duly attested by a Notary Public. |
| D. Submission and Opening of Bids | |
| ITB 23.3 (c) | 1.2 The inner and outer envelopes shall: <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 24.1; (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1. |
| ITB 24.1 | For bid submission purposes only, the Purchaser's address is : Secretary, Federal Board of Intermediate and Secondary Education (FBISE), 4 Service Rd S, H-8/4 H 8/4 H-8, Islamabad, |

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| | City: Islamabad ZIP Code: 44000 Country: Pakistan Telephone: Ph: 051-9269502 |
| ITB 24.1 | The deadline for bid submission is: Date: 20-01-2025 Time: 10.00 AM. |
| ITB 27.1 | The bid opening shall take place at: Address: Secretary, Federal Board of Intermediate and Secondary Education (FBISE), 4 Service Rd S, H-8/4 H 8/4 H-8, Islamabad, Floor/Room number: City: Islamabad ZIP Code: 44000 Country: Pakistan Telephone: Fax number: Date: 20-01-2025 Time: 10:30 AM |
| E. Award of Contract | |
| ITB 39.1 | The maximum percentage by which quantities may be increased is as per description of the procuring authority. |

1. Bidding Guidelines

1. The Bidder must be registered with Sales Tax / Income Tax Department and should be in possession of valid NTN number. Copies of the certificates must be provided with the bid.
2. The Bidder should provide information as per template available at Annexures.
3. The Bidder should never have been black listed by any government or semi-government department and should not be involved in any such litigation.

4. A bid security, in the shape of a Bank Draft/Pay Order in the name of the Secretary, Federal Board, Islamabad, fixed Rs.100,000/-per package bid should be submitted along with the tender. The Bid security should be enclosed in a separate envelope and should be sealed.
5. Bidder should duly fill in and submit the **Bid Forms enclosed with the tender documents**
6. The Bidder shall submit an affidavit that it is not blacklisted by any Federal, Provincial Public sector organization.
7. All proposal and price shall remain valid for a period of **40 days** from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.
8. The bidder should clearly indicate the timelines and schedule of delivery of equipment after the award of contract.
9. Any queries relating to the tender should be addressed on Telephone: 051-9269535 or postal address of Federal Board of Intermediate and Secondary Education (FBISE), 4 Service Rd S, H-8/4, Islamabad.
- 10.** The final acceptance/rejection for the equipment shall be subject to the technical review of bid.
11. The bids shall be submitted on EPAD (mandatory) and in hard copy to reach the address given below by the last date indicated for submission. **Proposals submitted on E-PAD alongwith Hard copy will only be accepted.** Courier delay will not be considered, and only on time bids shall be processed **Secretary, Federal Board of Intermediate and Secondary Education (FBISE), H-8/4, Islamabad,** Bids may be submitted in a SEALED CONFIDENTIAL COVER at the address given above.
12. Date and time for the opening of the Financial Bids, after thorough technical evaluation of the bids, shall be communicated to the technically qualified bidders only, whereas the Financial bids of technically disqualified bidders shall be returned un-opened. In this connection, see PPRA Rule: 36(b) **(if applicable)**.

2. Instructions to Bidders

General

- 2. Scope of Bid**
- 2.1 The Purchaser indicated in the **BDS** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Supply. The name, identification, and number of lots are provided in the **BDS**. The Purchaser shall use Open Competitive Bidding process involving single stage-one envelope bidding procedure, in accordance with Public Procurement Rules, 2004
- 2.2 Throughout this Bidding Document :
- (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day.
- 3. Corrupt Practices**
- 3.1 FBISE requires its staff as well as bidders, suppliers, and contractors under Government of Pakistan financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the FBISE:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence

improperly the actions of a party;

- (iv) “collusive practices” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Government -financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a Government contract.

4. Eligible Bidders

- 4.1 A Bidder must be a business entity, registered as a sole proprietor, company with SECP or Association of Person (AOP), or other legal form of business.
- 4.2 In case of a consortium, where local or foreign partners are involved, only local Sole Proprietor / Firm / Company can be the consortium leader and incase where all partners are local, the partner who shall submit the bid will be identified as the consortium leader and combined experience of all partners shall be considered. The consortium leader shall also enter into all contracts on behalf of consortium and shall otherwise be responsible for consortium performance. All members of the consortium shall be jointly and individually liable to the procuring Authority in respect of the performance of the supplied Equipment.
- 4.3 FBISE considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under GOP’s Anticorruption policies and measures. FBISE expects that its own staff expects as well as bidders, suppliers, and contractors, observe the highest standard of ethics. FBISE will take appropriate actions, which include not financing of the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process.

Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) have controlling shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of this Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All goods and related services to be supplied under the Contract shall have as their country of manufacture a country legally recognized by GOP and eligible for imports to Pakistan.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term “country of manufacture” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

Contents of Bidding Document

6. Sections of the Bidding Document

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Qualification and Evaluation Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Supply including list of goods and services, proposed delivery schedule, technical specifications

PART 3 Conditions of Contract and Contract Forms

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

7. Clarification of Bidding Document

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than six (06) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 7 and 24.2.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 10. Language of Bid**
- 10.1 The Bid, 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 **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security in accordance with ITB 19,
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (d) documentary evidence in accordance with ITB 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB 14, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;
 - (g) documentary evidence in accordance with ITB 17

establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

(h) any other document required in the **BDS**.

12. Bid Submission Sheet and Price Schedules

12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, using the forms furnished in Section IV, Bidding Forms, and propose a schedule of supply in the form provided in Section V Schedule of Supply.

13. Bid Prices

13.1 The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

13.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.

13.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid.

13.4 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:

For Goods offered:

- (i) The price of the goods quoted shall include delivery charges to the site (FBISE) and shall include all customs duties and sales and other taxes already paid.
- (ii) The Sales tax payable on the Goods by the purchaser, if the Contract is awarded to the Bidder, shall not be mentioned.

(b) The cost for Related Services whenever such Related Services are specified in the Schedule of Requirements:

13.5 Prices 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 shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. .

13.6 Prices quoted by the Bidder shall be for individual lot or for more than one lot. Prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. .

14. Currencies of Bid

14.1 Bid prices shall be quoted in Pak Rupees

15. Documents Establishing the Eligibility of the Bidder

15.1 The eligibility of all legally registered Pakistani businesses (sole proprietor, association of person, companies) is subject to provision of copies of documents establishing their legal origin.

16. Documents Establishing the Eligibility of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 4, Bidders shall mention the name of the country where the goods were manufactured in the Price Schedule Forms, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

17.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of

Section V, Schedule of Supply.

17.3 Standards for workmanship, process, material, and equipment, specified by the Purchaser in the Section V, Schedule of Supply, are intended to be descriptive only. The Bidder may offer better standards of quality, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Supply.

18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Qualification and Evaluation Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

19.2 Prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

20. Bid Security

20.1 Unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its bid, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.

20.2 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in the following forms at the Bidder's option:

- (a) a bank guarantee;
- (b) Demand draft from a scheduled bank in Pakistan ;

Bid Security, in the form of bank guarantee, shall be submitted using the Bid Security Form included in Section IV. The form must include the complete name of the Bidder. The Bid Security shall be valid for thirty days (30) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

20.3 Any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 19.2, shall be rejected by the Purchaser as nonresponsive.

20.4 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 42.

20.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.

20.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet,

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a Performance Security in accordance with ITB 42.1

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be

attached to the Bid.

- 22.3 Any amendments such as interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by surface mail or by hand.

23.2 Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.3 and 23.4.

23.3 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1;
- (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the **BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.

23.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the **BDS**.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 25. Late Bids** 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids** 26.1 A Bidder may withdraw, if do not agree to an extension of the bid validity period in accordance with ITB 18.2, shall be allowed to withdraw their bids without forfeiture of their bid bonds or securities, after it has been submitted by sending a written Notice, duly signed by an authorized representative.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No bidder shall be allowed to alter or modify his bid. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
- 26.4 Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing.
- 27. Bid Opening** 27.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the **BDS**.
- 27.2 All envelopes shall be opened in one session, and the following read out and recorded: the name of the Bidder, the model of offered product, the Bid Prices per lot, the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.
- 27.3 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, the Bid Price per lot, the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the results of the evaluation in accordance with ITB 40.1.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Determination of Responsiveness**
- 31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB11.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Supply have been met without any material deviation or reservation.

**32. Nonmaterial
Nonconformi-
ties**

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission, under Public Procurement Rules, 2004.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Noncompliance to one or more of the mandatory Qualification and Evaluation Criterion/Criteria shall render the bid ineligible for further evaluation.

**33. Correction of
Arithmetical
Errors**

33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition

or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

34. Evaluation of Bids

34.1 The Purchaser shall evaluate each Bid, in accordance with Rule 30 of Public Procurement Rules, 2004, that has been determined, up to this stage of the evaluation, to be substantially responsive.

34.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined here and in Section III, Qualification and Evaluation Criteria. No other criteria or methodology shall be permitted.

34.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the bid price as quoted in accordance with ITB 12;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

34.4 The Purchaser's evaluation of a bid will exclude and not take into account:

Sales tax, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;

35. Comparison of Bids

35.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid for each lot, in accordance with ITB 34.

36. Post-qualification

36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the

of the Bidder

Contract satisfactorily.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Award of Contract

38. Award Criteria

38.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Purchaser's Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Supply, provided this does not exceed the percentages indicated in the **BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

40. Announcement of Evaluation Report

40.1 Purchaser shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract. The results will be posted on the website of Purchaser (www.fbise.edu.pk).

40.2 The Purchaser will publish on its website, as well as post on the website of PPRA, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated;

(iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

41. Signing of Contract

41.1 Ten days after announcing the evaluation report, the Purchaser shall send to the successful Bidder the Contract Agreement, along with General and Special Conditions of Contract.

41.2 Within five days (05) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

42. Performance Security

42.1 Within ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

43. Refund of Grievance 43.1 The redressal of grievances of bidders shall be governed by Rule 48 of the Public procurement Rules, 2004.

44. Arbitration

44.1 In case of any dispute, after coming into force of the procurement contracts, disputes between the parties to the contract shall be settled by arbitration, consistent with the laws of Pakistan, as agreed at the time of signing of the contract

3. SCOPE OF WORK

The proposed work is For Custom Clearing Agent & Air Freight for Examination Material to Abroad for FBISE which is divided into following Lots.

| Sr. #. | Devices / Equipment Detail |
|---------------|--|
| 1 | Tender For Custom Clearing Agent & Air Freight for Examination Material to Abroad for FBISE |

The detailed technical specification of all hardware is defined below.

Note:

- a) The specifications must be equivalent to above or higher/latest.
- b) Mention exact brand, model and part No. of quoted items and their supporting accessories.

A. Other Terms

The bidder's act of submission of bid shall be considered bidder's agreement to comply to the other terms in case the bidder is selected as having submitted the lowest evaluated and substantially responsive Bid

(a) Payment Terms

The bidder must accept the payment terms as provided in the draft contract.

(b) Liquidated Damages

For computing the monetary value of a delivery time which is later than the one taken as a base, a percentage of liquidated damages per unit of time will be measured i.e. @ 0.05 percent of the bid price per week

(c) Performance Security

The bidder must accept the performance security requirements as provided in this document.

(d) Warranty

The bidder should fulfill the warranty requirements given in the technical specification for each item. Non-responsiveness to this criterion will be considered a major deviation.

B: Experience Criterion

Bidders must provide proof of legal existence (Company registered with SECP, Association of firm, partnership or Sole Proprietor registered in Pakistan etc.) for carrying out the business pertaining to the quoted good(s). The proof should establish existence of bidder's business at least for 3 years.

C: Supply Capacity Criterion

During the past three years, the bidders must have completed at least **20** contracts of similar Brand. Documentary proof for qualifying this criterion is required for the consideration of bid.

The goods under this contract shall be required to be delivered at the FBlSE , Islamabad, within **15 days** after purchase order.

D: Litigation History

The bidder is required to disclose if it has any litigation history with its client during the last 3 years

E: Declaration about Black Listing

The bidder is required to provide a signed statement mentioning that the bidder is not blacklisted by FBISE or any agency including any local, provincial, or national government, the ADB, the World Bank, any corporate or a similar institution etc.

F: Bid Validity Criteria

The bid validity period shall be 40 days from the date of bids opening. Any bid not providing the desired bid validity shall be considered having a major deviation and thus ineligible for consideration of evaluation

Section V. General Conditions of Contract

- 43. Definitions** 43.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) “GCC” means the General Conditions of Contract.
 - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, exposure training and initial maintenance and other similar obligations of the Supplier under the Contract.
 - (k) “SCC” means the Special Conditions of Contract.
 - (l) “Supplier” means the private entity, whose bid to perform the

Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

- (m) “ “The Site,” where applicable, means the place named in the SCC.

44. Contract Documents

44.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

45. Corrupt Practices

45.1 FBISE in accordance with Government of Pakistan (GOP)’s Anticorruption policy, measures etc. expects purchaser as well as bidders, suppliers, and contractors under GOP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the FBISE:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) “collusive practice” means an arrangement between or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in GOP-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an GOP-financed contract.

46. Interpretation 46.1 If the context so requires it, singular means plural and vice versa.

46.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

46.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

47. Language 47.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC.

48. Partnership, or Association 48.1 Unless otherwise specified in the SCC, if the Supplier is a association of persons or partnership, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract.

49. Eligibility

49.1 All Goods and Related Services to be supplied under the Contract shall have their origin in a country recognized by Pakistan diplomatically and for the purpose of trade. For the purpose of this Clause, origin means the country where the

goods have been produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

- 50. Notices**
- 50.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 50.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 51. Governing Law**
- 51.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 52. Settlement of Disputes**
- 52.1 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.
- 52.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty (20) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to arbitration under the law of Pakistan.
- 53. Scope of Supply**
- 53.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Supply.
- 53.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 54. Delivery**
- 54.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Supply and requirements specified in SCC. .
- 55. Supplier’s**
- 55.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC

| | |
|---|---|
| Responsibilities | Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12. |
| 56. Purchaser's Responsibilities | The Purchaser shall pay all costs involved in the performance of its responsibilities |
| 57. Contract Price | <p>57.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.</p> <p>57.2 Prices charged by the Supplier for the Goods delivered and the Related 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 the SCC.</p> |
| 58. Terms of Payment | <p>58.1 The Contract Price shall be paid as specified in the SCC.</p> <p>58.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.</p> <p>58.3 Payments shall be made promptly by the Purchaser, no later than forty five (45) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.</p> <p>58.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.</p> |
| 59. Taxes and Duties | 17.1 For goods the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. The Purchaser shall deduct income tax/withholding tax from the total payment as required under the relevant law of Pakistan. The Purchaser shall pay any Sales Tax, if applicable on the goods delivered. |
| 60. Performance Security | <p>60.1 The Supplier shall, within five (05) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.</p> <p>60.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the</p> |

Supplier's failure to complete its obligations under the Contract.

60.3 The Performance Security shall be denominated in Pak. Rs. and shall be in one of the forms stipulated by the Purchaser in the SCC.

60.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

61. Copyright

61.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

62. Confidential Information

62.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

63. Specifications and Standards

63.1 Technical Specifications

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

63.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Supply.

64. Packing and Documents

64.1 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.

65. Insurance

65.1 The Goods supplied under the Contract shall be fully insured, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. Otherwise the Purchaser shall not be responsible for any damage to the goods during transportation to the designated delivery site.

66. Transportation

66.1 Obligation for transportation of the Goods shall be the responsibility of the Supplier..

67. Inspections and Tests

67.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections VI, Schedule of Supply.

67.2 The inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the final destination of the Goods.

67.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2

67.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.

67.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and

standards under the Contract.

67.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

67.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser.

67.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

68. Liquidated Damages

68.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

69. Warranty

69.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

69.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

69.3 The warranty shall remain valid for Thirty Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

- 69.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 69.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 69.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period 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.

**70. Patent
Indemnity**

- 70.1 The Supplier shall, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located.
- 70.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 70.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 70.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier

for all reasonable expenses incurred in so doing.

71. Limitation of Liability

29.1 Except in cases of gross negligence or willful misconduct neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement

72. Change in Laws and Regulations

72.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

73. Force Majeure

73.1 The Supplier shall not be liable for forfeiture of its Performance Security, 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.

73.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

73.3 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.

74. Change Orders and Contract Amendments

74.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) the place of delivery; and
- (b) the Related Services to be provided by the Supplier.

74.2 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 in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within ten (10) days from the date of the Supplier's receipt of the Purchaser's change order.

74.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

75. Extensions of Time

75.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.

75.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

76. Termination

76.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

77. Assignment

- 77.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VI Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| | |
|--------------------|--|
| GCC 1.1(k) | The Purchaser is: Federal Board of Intermediate and Secondary Education (FBISE), Islamabad, Pakistan |
| GCC 1.1 (q) | The Site (s) for purpose of this procurement is: Federal Board of Intermediate and Secondary Education (FBISE), Islamabad, Pakistan |
| GCC 5.1 | The language shall be: English |
| GCC 8.1 | For notices , the Purchaser's address shall be: Attention: Federal Board of Intermediate and Secondary Education (FBISE), Islamabad, Pakistan Telephone: Ph: 051-9269535 |
| GCC 9.1 | The governing law shall be: Law of Islamic Republic of Pakistan |
| GCC 10.2 | The formal mechanism for the resolution of disputes shall be: dispute resolution under the arbitration law of Pakistan |
| GCC 11.1 | The scope of supply shall be defined in :Section V, Schedule of Supply |
| GCC 12.1 | <p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the purchaser;</p> <ul style="list-style-type: none"> i. three copies of the supplier's invoice showing the goods description, quantity, unit price, and total amount. ii. Delivery note, railway receipt/truck receipt iii. three copies of packing list identifying contents of each package. iv. manufacturer's/supplier's warranty certificate v. Inspection certificate issued by the nominated inspection agency and/or supplier's factory inspection report vi. certificate of insurance vii. certificate of origin of goods viii. Estimated time of arrival at the designated delivery point. <p>The above document shall be received by the purchaser before arrival of goods and, if not received, the supplier shall be responsible for any consequent expenses.</p> |
| GCC 15.2 | The price adjustment shall be: None |

| | |
|-----------------|--|
| GCC 16.1 | The terms of payment shall be: The payment of the total contract price shall be paid after the Purchaser has accepted the goods as satisfactory. |
| GCC 16.4 | The currencies for payments shall be: Pak. Rs. |
| GCC 18.1 | The Supplier shall provide a Performance Security of fix Rs.100,000/-(One Lac Only) of the Contract Price. The Performance Security shall be denominated in Pak Rs |
| GCC 25.5 | Tests and Inspections of equipment mentioned in Section V, Schedule of Supply, shall be carried out at the following times or milestones, and places : The inspections and tests shall be conducted by Purchaser at the FBlSE, Islamabad, within ten days after delivery and installation of goods. |
| GCC 26.1 | The liquidated damage shall be: 0.05 % per week or part thereof in relation to the cost of undelivered goods |
| GCC 26.1 | The maximum amount of liquidated damages shall be: 10% of total quoted price |
| GCC 27.3 | The period of validity of the comprehensive Warranty (parts and labour) shall be: 3 years |
| GCC 27.5 | The Supplier shall correct any defects covered by the Warranty within : two weeks of being notified by the Purchaser of the occurrence of such defects |

7 Bidding Forms

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| Price Schedule For Related Services | Error! Bookmark not defined. |
| Form of Bid Security | Error! Bookmark not defined. |

Bid Submission Sheet

Date: _____

Contract No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: ;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services: _____
_____;
- (c) The total price of our Bid, is: _____
_____;
- (d) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Schedule of Supply

Contents

1. List of Goods.....
2. Specifications
3. Technical Specifications

1. List of Goods and Related Services

The proposed work is procurement of Custom Clearing Agent & Air Freight for Examination Material to Abroad for FBISE

| Sr. #. | Devices / Equipment Detail |
|---------------|--|
| 01 | Tender For Custom Clearing Agent & Air Freight for Examination Material to Abroad for FBISE |

2. Financial Documents

| S# | Description of Goods/related services | Rate without GST Rs. | GST | Rate with GST Rs. |
|----|--|----------------------|-----|-------------------|
| 01 | <ul style="list-style-type: none">• Approximate weight of Examination material is 8000kg of SSC & HSSC 1st Annual Examination (Time March to April) (Packet weight upto 25 KG)• Approximate weight of Examination material is 5000kg of SSC & HSSC 2nd Annual Examination (Time June to August) (Packet weight upto 25 KG)• Freight Charges will be implemented as per actual rate• Lumpsum charges for Custom Clearance, Bill of Entry, Loading repacking charges to be mentioned• Export shipment handle from FBISE office through his own conveyance with loading and unloading.• Prompt clearance without any delay.• Safe delivery to the destination within stipulated time.• Work Experience is 10 years or above in any Government organization is required.• Firm must not be blacklisted from Pakistan Customs/any department. | | | |

Contract Forms

Table of Forms

| | |
|-----------------|-----|
| Agreement | 8-1 |
|-----------------|-----|

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Purchaser”), of the one part, and _____ of _____ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter “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 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 Purchaser’s Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Supply; and
 - (f) _____.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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 the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)