

Tender #: _____

TENDER DOCUMENT

Tender Price. Rs.2000/-

FOR PROCUREMENT OF LITERACY KIT ITEMS

Name & Address of Firm (Firm fill this):-

Name of firm: _____

Name of Proprietor: _____ CNIC No. _____

GST Registration No. _____ NTN No. _____

Postal Address:- _____ Phone No. _____

Email Address _____

Signature _____

Name. _____

Stamp. _____

**DISTRICT EDUCATION OFFICER (LITERACY),
LITERACY & NFBE DEPARTMENT, KHANEWAL
Phone: 065-9200101**

Earnest Money	2 % (Rs. 2,17,200/-) of Total Estimated Cost of each component in shape of CDR issued from any scheduled Bank
Last date for obtaining of tender documents	<u>25-08-2021</u> upto 12.30 PM
Last Date of Receipt Tender	<u>25-08-2021</u> up to 01.00 pm
Mode of receipt	BY HAND/REGISTERED MAIL/ COURIER
Opening of Technical Bids (Date & Time)	<u>25-08-2021</u> at 01.30 pm, Venue. Office of the DEPUTY COMMISSIONER, KHANEWAL.
Opening of Financial Bids	After the completion of Technical Evaluation Report. Date of opening will be announced and intimated to all responsive bidders.

MANDATORY DOCUMENTS MUST BE ATTACHED.

<ul style="list-style-type: none"> ✓ Manufacturer / General Order Supplier ✓ NTN ✓ Valid Income Tax Registration. ✓ Valid General Sales Tax Registration (Status = Active with FBR) ✓ Affidavit (Submission of undertaking on legal valid and attested stamp paper of Rs. 100 that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Govt. Department, Agency, Organization or autonomous body anywhere in Pakistan. In case of involved in any litigation process, proof of dispute resolution is required. ✓ Acceptance of Quoted Specifications of items as per requirement.
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IMPORTANT NOTE Procurement process shall be governed by the Procurement Rules, 2014 amended / updated PPRA Rules).

CHECK LIST

The provision of this checklist is essential prerequisite along with submission of tenders.

Sr. #	Detail	Yes / No	Page #
1.	Original receipt for purchase of tender.		
2.	Bid Security not more than 2% of tender price.		
3.	Minimum one year business history with documentary proofs to determine the experience of the firm.		
4.	Mandatory warranty of the product as per terms and conditions of the contract. Proof that the company is authorized to give warranty on behalf of the Principal to be provided.		
5.	Acceptance of terms and condition, tender documents duly signed and stamped.		
6.	Company profile including engineering and managerial capability.		
7.	An affidavit on stamp paper of Rs. 100/- submitting following clauses: i) that maintenance of goods and replacement of defective parts under warranty shall be done, ii) that neither the firm has been blacklisted on any grounds whatsoever or is being proceeded against or is involved in litigation. This certificate shall remain operative till the finalization of the procurement.		
8.	Acceptance of offered specification		
9.	Bank statement / Balance sheet, Financial Soundness, National tax number, General Sale Tax number and firm registration certificates.		
10.	Literature / brochure of product.		
11.	Manufacturer authorization form (proof in form overviews/opinions)		
12.	Certificate / documentary proof to the effect that the Principal is the original manufacturer/ Authorized dealer.		
13.	Mentions the country of origin (wherein the country of origin is the country where more than 50% of parts of the goods are manufactured).		
14.	Certificates regarding quality of production for conformity with International Standards (copy of certificate FDA, CE, JIS)		
15.	References regarding reputation from Private / Public-sector.		

TERMS & CONDITIONS

Note. Please Read the following note and instructions carefully: -

1. **ONLY ORIGINAL TENDER DOCUMENT WILL BE ACCEPTED.**
2. **EACH AND EVERY PAGE MUST BE SIGNED BY THE BIDDERS.**
3. Any offer which is not received according to terms & conditions of the Tender Enquiry is

liable to be ignored. No offer shall be considered if:

- i. Received after the time and date fixed for its receipt.
- ii. The tender is unsigned.
- iii. The offer is ambiguous.
- iv. The offer is conditional.
- v. The offer is from a firm, black listed, suspended or remove from the approval list.
- vi. The offer is received by Telegram/ Fax.
- vii. Offer received with shorter validity than required in the Tender Enquiry.
- viii. The offer is for Items not conforming to specification indicated in the tender enquiry.

4. The offer shall remain valid up to 30-06-2022.

5. The Purchase will be based on **Single Stage Two Envelope Procedure** given in PPRA Rules. All tenders must be submitted in double cover. The outer cover should indicate the name of the addressee; tender description and date of opening and then fame of the firm. This cover will contain two separate envelopes containing financial proposal and technical proposal (sample Form) clearly marked as **FINANCIALPROPOSAL** and **TECHNICALPROPOSAL**, also indicating the name of Bidder's Firm. The envelope must be properly sealed.

6. The Committee will evaluate the bids on the basis of given criteria, specifications, quality and has the right to reject any or all Technical Proposals on their discretion. The purchase committee reserves the right to accept or reject in full or part of the store or ignoe /scrap/cancel the tender under PPRA Rules. The bid found to be the lowest evaluated bid amongst the technically accepted bids shall finally be accepted.

- a. If the acceptance of tender issued during the validity period of the offer is not accepted by the tenderer, the Earnest Money shall be forfeited and the store purchased at his risk and expense.
- b. In case the offer is withdrawn, amended or revised during the validity period of the offer, the Earnest Money is liable to be forfeited. Moreover, no such variation in offer will be considered.
- c. In case, the contractor fails to execute the contract strictly in accordance with terms and conditions laid down in the contract the security deposited by him shall be forfeited and the store purchased at his risk and expense.

7. Purchase Committee reserves the right to reject/cancel anyone or all tender on the basis of Evaluation Criteria. However, the firm will be intimated accordingly.

8. **EVALUATION CRITERIA.**

BIDS EVALUATION CRITERIA FOR PURCHASE OF Centre & Learner's Kits under PNFEF Project (Phase-II) (Eligibility:- 65%)

1	Experience and past Performance (50 Points)	Relevant Experience .(10 Points)	Points for each Year	02 Points
			Points for 02 Years and above.	10 Points
		No. of similar nature of projects in public sector having worth more than 2.00 Million in last two years. (15 Points).	For each Project	03 Points
			05 or more Projects	15 Points
		No. of similar nature of projects in private sector having worth more than 2.00 Million in last two years. (15 Points).	For each Project	03 Points
			05 or more Projects	15 Points
Average annual sale in public sector in last three years. (Points 10)	Per million	01 Points		
	10 or More million	10 Points		
2	Capacity and Quality (20 Points)	Managerial / Executive Staff. (10 Points)	Per Person	2 Points
			05 or more Persons	10 Points
		Technical Staff (Experienced Person) (10 Points)	Per Person	02 Point
			05 or more Persons	10 Points
3	Financial Position (30 Points)	Current Financial Year Credit worth Max. 20 Points From Jan 2020 to date)	Per Million	01 Point
			10 or More Millions	20 Points
		Income Tax Return (Max 05 Points)	For each year	01 Points
			05 or more than 05 year	05 Points
		Average Annual Sales Tax of last Two Years (Max. 05 Points)	0.05 Million to 0.1 Million	03 Points
More than 0.1 Million	05 Points			

Note:

Bench Mark for eligibility is 65%. Bidders should submit all the relevant authentic signed documents to verify the credentials for awarding the points /scores for technical evaluation.

- Among technically qualified bidders, the lowest quoted bidder will win the contract.
- The Bids will be rejected in case of non compliance with the technical specifications
- The Bids will also be rejected in case of non-submission of any document which is required under these bidding documents.

9. The buyer reserves the right to claim compensations for the loss caused by the delay in the delivery of Items.

10. Single stage-Two envelope procedure.

- i. The bid shall be comprise a single package containing two separate envelopes; each envelope shall contain separately the **Financial Proposal** and **Technical Proposal**.
- ii. Envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion.
- iii. Initially, only the envelope marked “**TECHNICAL PROPOSAL**” will be open.
- iv. The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the DEO (Literacy), Literacy & NFBE Department, Khanewal without opening.
- v. The procuring agency shall evaluate the Technical Proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirement.
- vi. During the Technical Evaluation no amendments in the Technical Proposal shall be permitted.
- vii. The Financial Proposal of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- viii. After the evaluation and approval of technical proposal the procuring agency, will at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive will be returned un-opened to the respective bidders.
- ix. The bids found to be the lowest evaluated bid will be awarded the contract.
- x. Others terms and condition will be followed as per Punjab Procurement
- xi. Rules 2014 (PPRA'S)

11. Bidders should be addressed to **District Education Officer (Literacy), Literacy & NFBE Department, Khanewal.**

12. Bidders should quote their confirmed and final rates (Lot-wise) including all applicable taxes.

13. No quoting firms would be allowed to withdraw to his offer during validity period after conclusion of contract/ rates/ contract whichever is earlier.

SPECIAL INSTRUCTIONS

1. The supply of store is required to be completed within stipulated period after the issuance of supply order.
2. Tenderers must quote on the Prescribed Invitation to Tender Form available after the publication of Tender Notice on the payment of non-refundable **Rs. 2000/-**. Only the Original Tender Form issued with number, date and signature will be accepted. Quotation on the photocopy of tender Form will not be accepted.
3. Tenderers should quote their firm and final rates legibly without cutting or overwriting.
4. The successful tenderers may be required to furnish 10% of total amount of supply order as performance security deposit in the form of deposit at call in favor of the DEO (Literacy), Literacy & NFBE Department, Khanewal within 5 days after acceptance of tender; failing which repurchase shall be made at his risk and expense.
5. Any conditional, ambiguous or incomplete offer in any respect shall be ignored. No supplementary or revised offer after the opening of tenders shall be entertained.
6. The delivery of items will be in one lot. Piecemeal, split supply will not be accepted in routine, and in case of sound reasons, authority can further decide the case.
7. The tenderers shall enclose catalogues / leaflets/literature and other technical data, if any, in respect of store offered by them.
8. The tenderers should specifically indicate their CNIC No., Income Tax No. and G. S. T.No.
9. Any erasing / cutting/crossing etc. appearing in the offer must be properly signed by the person signing the tender. Moreover, all pages to the tender must also be properly signed. Offers with any overwriting shall in no circumstances be accepted.
10. Store is required as per specification attached with the tender document and should bear in original manufacturers packing.
11. The tenderers must provide all items with approved specification given in tender form.

UNDERTAKING

1. My / our firm will be responsible for the free replacement of stores if; the same is found to be substandard, expired and or at variance with the specification given in the tender enquiry. Store offered of a specification superior to the one specified in the tender enquiry shall however, be acceptable.
2. My / our firm shall be responsible for all manufacturing defects and shall replace/ repair such faults at no cost within the warranty period on general or specified in tender form after delivery of Goods.
3. Authority will deduct income tax of the total value of the supplied.
4. The firm will deliver goods after the inspection / verification by the Purchase Committee / Tender Committee of the concerned Institute /Centre.
5. My / our firm accepts all the terms and conditions mentioned with the tender.
6. My/our firms shall deliver the items free of cost at Office of the District Education Officer (Literacy), Khanewal as per Supply Orders.
7. My / our firm shall be liable to pay a fine of 2% of total supply order in case of late delivery.
8. Any other taxes applicable by the Government can be deducted by the Procuring Authority.
9. My / our firm has read and accepts all the terms & conditions.

**Signature &
Stamp** _____
(Proprietor/Firm/owner)

OTHERS INSTRUCTIONS / TERMS & CONDITIONS.

1. Procurement process shall be governed by the Procurement Rules, 2014 amended / updated (PPRA Rules).
2. The tenders will be opened in presence of District Purchase Committee and owner of the firm or his representative who wants to be present.
3. Quote the rates very clearly, over writing / cutting will be discouraged.
4. Cutting/overwriting if any be signed by the owner/representative of firm/ company.
5. The copy of sales tax registration and income tax registration certificate will be enclosed with each tender separately at the time of submitting the tender.
6. The Descriptions for which tender is being submitted should be clearly mentioned on the corner of envelope.
7. The validity period of rates quoted by the firms / companies will be valid till 30th June, 2022 from the date of opening of tender.
14. The supply of Goods will be made at **Office of the District Education Officer (Literacy), Khanewal** as per Supply Order.
8. Please attach catalogues / details where is necessary.
9. "The Purchase Committee may reject all bids or proposals at any time prior to the acceptance of bid or proposal. The Purchase Committee shall upon request communicate to any supplier or contractor who submitted bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds".
10. Payment will be made after satisfaction report of Technical/Physical Verification Committee.
11. Every firm shall abide by all the terms and conditions laid down in award of contract/agreement.

**Signature &
Stamp** _____
(Proprietor/Firm/owner)

CENTRE & LEARNER'S COMPONENT (NFBE SCHOOLS)

Tender No. _____

TECHNICAL BID – LOT # 01

To be filled by the Bidder & submitted separately marked as "TECHNICAL BID"

Name of Bidder _____

Sr. #	Item	Specifications / Description As Per Tender Document	No. Item in One Lot	Specifications Offered By The Bidders
1	Mat (Chattai) (01 per school/ One time)	One set of 03 pieces (Size of each 4'x14') made of PVC A grade Plastic attached with 8 MM foam sheet and cloth border on all sides.	1 No.	
2	Whiteboard with stand (01 per NFEI)	Size (36"x48"), Writable on both sides having wooden frame strengthened with Aluminium frame. 6 MM thickness of sheet size. Folding stand of 20 gauge iron pipe (1.5X1.5 inch pipe size)	1 No.	
3	Board Marker 04 markers for 01 session	Erasable and refillable markers made by renowned/national level brand	4 Nos.	
4	Duster 01 for 01 session	Good quality, Standard size, Plastic body with foam and velvet cloth covering, Dual side usable	1 No.	
5	Board Marker erasable Ink	Size of each bottle 15 ml, pack of 5 bottle, erasable, good quality, renowned/national level brand	1 No.	
6	Arm Chair (Plastic) (01 per school)	Plastic PVC resin A class new plastic, weight at least 3 kg with permanent sticker/embedded Govt. of Punjab logo. Warranty for 02 years	1 No.	
7	Table (Folding Plastic)	A Grade New Plastic top, Iron stand/base 20 gage with aluminium coating, permanent sticker / embedded Govt. of Punjab logo. 2X3 feet in size.	1 No.	
8	Registers For Attendance , Admission / Withdrawal and Stock Register (03 per school)	Both sides printing, Single colour with minimum 100 leaves, Legal size 68 gram high finish paper, binding having Department's Name, Govt. of Punjab logo and space for district name, teacher name and school code. Urdu Medium/ Urdu format.	3 Nos.	
9	Water Cooler with Stand	16 Litre A grade new Plastic cooler, Double wall. Iron stand; enamel painted, and 2 feet height with 1"x1" angle iron along with glass holder, minimum weight of stand 2.5 KG.	1 No.	
10	Notebooks (for average 110 per school, 3-6 copies per learner Math+Urdu+English)	Size 9"x7", 68 gram or higher page, 56 number of leaves per notebook or higher, Laminated printed title page with green background with white lettering of department name and Govt. of Punjab logo, Dist. Name	110 Nos.	
11	Geometry Box (Only for class 4 & 5 in NFBES in PNFEF) (1 for each learner, Average 05 learner of class 04 & 05 in each NFBES)	Good Quality Plastic geometry box with all essential accessories (like Parkar, D, Scale, Sharpener, Rubber etc.)	5 Nos.	

Signature &

Stamp _____

(Proprietor/Firm/owner)

CENTRE & LEARNER'S COMPONENT (NFBE SCHOOL) Tender No. _____
FINANCIAL BID / PRICE SCHEDULE - LOT # 01

(Goods to be procured under DDP/Free delivery at consignee's end basis.)

Name of Bidder _____

Sr. #	Item	Specifications / Description As Per Tender Document	No. Item in One Lot	Lot-Wise Rate Offered By The Bidders (included all taxes)
1	Mat (Chattai) (01 per school/ One time)	One set of 03 pieces (Size of each 4'x14') made of PVC A grade Plastic attached with 8 MM foam sheet and cloth border on all sides.	1 No.	
2	Whiteboard with stand (01 per NFEI)	Size (36"x48"), Writable on both sides having wooden frame strengthened with Aluminium frame. 6 MM thickness of sheet size. Folding stand of 20 gauge iron pipe (1.5X1.5 inch pipe size)	1 No.	
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5	Board Marker erasable Ink	Size of each bottle 15 ml, pack of 5 bottle, erasable, good quality, renowned/national level brand	1 No.	
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7	Table (Folding Plastic)	A Grade New Plastic top, Iron stand/base 20 gage with aluminium coating, permanent sticker / embedded Govt. of Punjab logo. 2X3 feet in size.	1 No.	
8	Registers For Attendance , Admission / Withdrawal and Stock Register (03 per school)	Both sides printing, Single colour with minimum 100 leaves, Legal size 68 gram high finish paper, binding having Department's Name, Govt. of Punjab logo and space for district name, teacher name and school code. Urdu Medium/ Urdu format.	3 Nos.	
9	Water Cooler with Stand	16 Litre A grade new Plastic cooler, Double wall. Iron stand; enamel painted, and 2 feet height with 1"x1" angle iron along with glass holder, minimum weight of stand 2.5 KG.	1 No.	
10	Notebooks (for average 110 per school, 3-6 copies per learner Math+Urdu+English)	Size 9"x7", 68 gram or higher page, 56 number of leaves per notebook or higher, Laminated printed title page with green background with white lettering of department name and Govt. of Punjab logo, Dist. Name	110 Nos.	
11	Geometry Box (Only for class 4 & 5 in NFBES in PNFEP) (1 for each learner, Average 05 learner of class 04 & 05 in each NFBES)	Good Quality Plastic geometry box with all essential accessories (like Parkar, D, Scale, Sharpener, Rubber etc.)	5 Nos.	

Sign and Stamp of Bidder _____

Note: - Any alteration/ correction/ overwriting will cause the rejection of bids.

To be submitted on legal stamp paper)

AFFIDAVIT
(Integrity Pact)

We_(Name of the bidder/supplier)_being the first duly swornon oath submit, that Mr./Ms._____(if participating through agent / representative) is the agent / representative duly authorized by_(Name of the bidder company)_here in after called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm / Company Name)has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _ (Name of the Purchaser)_any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or forgiving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification nor other forms of non-compliance.

The Seller/Supplier/Contractor 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 the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support. The Seller/Supplier/Contractor] 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 / support.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] 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 the Purchaser.

_____Signature &Stamp

Subscribed and sworn to me this_____day of_____20

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No. _____, (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (infigures _____)(inwords _____).

ANDWHEREAS[Name of the Bank having registered office at Address of the Bank] (here in after called" the Guarantor")has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (infigures _____) (inwords _____) and undertakes to pay to the Purchaser, up on receipt of his written demand (s),any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any/ al lof the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the correction so his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Datethis _____ day of 2022.

GUARANTOR

Signature _____ CNIC#_

Name _____ Designation _____ Address _____

SAMPLE CONTRACT FORM

THIS CONTRACT is made at _____ on the day of _____ 2021, between the [PROCURING AGENCY] (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (firm name) a firm having its registered office at (address of the firm) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

2 **WHEREAS** the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (firm name) being the Manufacturer/ authorized Supplier/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (item name) and related services in the sum of Rs. (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs. (amount in figures and words).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":

2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-

- a. The Price Schedule submitted by the Bidder,
- b. The Schedule of Requirements;
- c. The Technical Specifications;
- d. The General Conditions of Contract;
- e. The Special Conditions of Contract;
- f. The Procuring Agency's Notification of Award;
- g. The scope of work;
- h. The Contract; and
- i. The Bid & its clarifications.
- j. The contracted specifications (attached as annexure)

3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/Manufacturer hereby covenants with the Procuring Agency to provide the Goods and its related Services etc. and to remove/rectify defects therein in conformity in all respects with the provisions of this Contract.

4. The Procuring Agency hereby covenants to pay the Supplier inconsideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

5. [The 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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt/collusive business practice.

6. Without limiting the generality of the foregoing, [the Seller/ 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.

7. [The Supplier] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. [The Supplier] accepts full responsibility and strict liability for not making any false declaration, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty and making full disclosure of all relevant information as required by procuring agency. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.

9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, [The Supplier] agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Seller/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 Government of the Punjab.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary Law or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

11. This Contract shall be governed by the laws of Punjab Government and the courts of Punjab (Pakistan) shall have exclusive jurisdiction.

12. Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, which cannot be amicably settled between the Parties, shall be referred to mediation in accordance with the Center for Effective Dispute Resolution (CEDR) Model Mediation Procedure and to be conducted by a mediator who is duly accredited by CEDR. Both Parties shall appoint a mediator who is mutually acceptable. If the Parties fail to agree upon a mediator within fourteen (14) days after one Party has notified the other in writing of the dispute, then, the courts at Punjab (Pakistan) may be requested by either Party to appoint a CEDR-accredited mediator. The venue for the mediation proceedings shall be in Punjab (Pakistan). The language of mediation and the appropriate documentation shall be English

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____(the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed by the Manufacturer/ authorized Supplier/ authorized Agent	Signed/ Sealed by Procuring Agency
1	1
2	2

BID FORM

Date:
Tender No.: _____

To:
**The District Education Officer (Literacy),
 Literacy & NFBE Department, Khanewal**

Respected Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

2 We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

3 We agree to abide by this bid for a period of 30 days from the date fixed for bid opening under ITB Clause 18 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.

4 We understand that you are not bound to accept the lowest or any bid you may receive. 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 bidder
 (if none, state "none")."**

Amount and Currency

Dated _____

**Signature
 (in the capacity of)
 Duly authorized to sign bid for
 and on behalf of.**

Attachment