



National Book Foundation

Ministry of Federal Education and Professional Training
Government of Pakistan



INSTRUCTIONS TO BIDDERS

REQUEST FOR PROPOSAL

PROCUREMENT OF CHROMEBOOKS (Refurbished)

Closing Date and Time: 17th February, 2025 by 11:00 AM
Opening Date and Time: 17th February, 2025 at 11:30 AM

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Section-I: invitation to Bids



National Book Foundation
Ministry of Federal Education &
Professional Training
Government of Pakistan



REQUEST FOR PROPOSALS FOR PROVISION OF CHROMEBOOKS (Refurbished)

National Book Foundation (NBF) under Ministry of Federal Education & Professional Training, Islamabad invites the “Sealed Proposals” on “Single Stage – Two Envelope Procedure” from reputable manufacturers authorized dealers/ distributors/ firms, are invited who are on Active Tax Payer List (ATL) of FBR and are registered with sales tax/ Income tax department having GST/ NTN Numbers, AGPR Vendor Number for the **supply/ provision of item listed below in the table** to Federal Directorate of Education Schools/Colleges, Islamabad, as per quantity and specifications mentioned in the bid documents: -

S#	Name of Items	Quantity
1.	Chromebooks (Refurbished) as per specification in bid document	Estimated Qty 8000

*Note quantity can be increased or decreased according to available budget

Interested firms may download the Instructions to Bidders (ITB) from the website of NBF (www.nbf.org.pk), the Ministry of Federal Education and Professional Training (www.mofept.gov.pk), and the PPRA website (www.ppra.org.pk). Bids must be prepared in strict accordance with the instructions outlined in the bidding document and submitted through **EPADS** (www.eprocure.gov.pk) **on or before February 17, 2025, by 11:00 AM**. The bids will be opened on the same day at 11:30 AM. Additionally, a hard copy of the bid must be submitted to the address mentioned below before the closing date and time. NBF, M/o FE&PT reserves the right to accept or reject any or all offers under PPRA Rules 2004, as amended from time to time.

Asad Rasool, Incharge IT Section (NBF) HO
6 Mauve Area , Taleemi Chowk , G-8/4 Islamabad
Ph: 051-2280414

Section-II: Instructions to Bidders (ITB)

1. INTRODUCTION	
1.1 Scope of Bid	National Book Foundation (NBF) under Ministry of Federal Education & Professional Training, invites the “Sealed Proposals” on “Single Stage – Two Envelope Procedure” from eligible from reputable manufacturers authorized dealers/ distributors/ firms for Supply of Chromebooks (Refurbished) to Federal Directorate of Education Schools/Colleges, Islamabad
1.2 Source of Funds	National Book Foundation (NBF) and Ministry of Federal Education & Professional Training, Islamabad has available Budget to make eligible payments under the contract for which the Invitation to bids has been issued-
1.3 Eligible Bidders	<ul style="list-style-type: none"> i. The Invitation to Bids is open to companies/sole proprietor/suppliers registered with relevant Registration Authorities and Tax Departments / Authorities (Income Tax, Sales Tax etc.) ii. Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective / relevant competent forum/authority. iii. Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Public Procurement Regulatory Authority (PPRA) During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Public Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regrets to do so then the Procuring Agency may proceed with second lowest evaluated bidder. iv. The invitation for Bids is open to all prospective Manufacturers or Authorized Agents / Dealers / Distributors / partners of the Manufacturer/ services providers/ suppliers. v. A Bidder may be ineligible if – <ul style="list-style-type: none"> a. The Bidder is declared bankrupt or, in the case of company or firm, insolvent; b. Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property; c. Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; d. The Bidder is convicted, by a final judgment, of any offence involving professional conduct; e. The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices. f. The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure. g. The firm, supplier and contractor is blacklisted/ debarred by any international organization vi. Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract

	effectively vii. Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request																								
1.4 Eligible Goods and Services	<ul style="list-style-type: none"> i. All goods and related services to be supplied under the Contract shall have their origin in eligible source, defined in the Bid Data Sheet (BDS/Technical Specification), ii. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components. 																								
1.5 Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the NBF and M/o FE&PT collectively hereinafter referred to as " the Procuring Agency, " will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process																								
1.6 One person one bid	As per Public Procurement Rules 2004, amended time to time a Bidder shall submit only one Bid in the same bidding process individually as a Bidder.																								
2. THE BIDDING DOCUMENTS																									
2.1 Content of Bidding Documents	<ul style="list-style-type: none"> i. The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents The Bidding documents, inter alia, include: <table border="1" data-bbox="545 894 1333 1350"> <tr><td>a)</td><td>Invitation to Bids</td></tr> <tr><td>b)</td><td>Instructions to Bidders (ITB)</td></tr> <tr><td>c)</td><td>Technical Specifications</td></tr> <tr><td>d)</td><td>Bid Data Sheet</td></tr> <tr><td>e)</td><td>General Conditions of Contract (GCC)</td></tr> <tr><td>h)</td><td>Bid Form</td></tr> <tr><td>i)</td><td>Bidder Profile Form</td></tr> <tr><td>j)</td><td>General Information Form</td></tr> <tr><td>k)</td><td>Affidavit</td></tr> <tr><td>n)</td><td>Contract Form</td></tr> <tr><td>o)</td><td>Price Schedule</td></tr> <tr><td>q)</td><td>Check List</td></tr> </table> ii. The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid. iii. The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/contents have been properly and clearly received is the prime responsibility of the Bidder 	a)	Invitation to Bids	b)	Instructions to Bidders (ITB)	c)	Technical Specifications	d)	Bid Data Sheet	e)	General Conditions of Contract (GCC)	h)	Bid Form	i)	Bidder Profile Form	j)	General Information Form	k)	Affidavit	n)	Contract Form	o)	Price Schedule	q)	Check List
a)	Invitation to Bids																								
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k)	Affidavit																								
n)	Contract Form																								
o)	Price Schedule																								
q)	Check List																								
2.2 Clarification of Bidding Documents	<ul style="list-style-type: none"> i. A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids. ii. A prospective Bidder requiring any clarification of the Bidding Documents may 																								

	<p>notify the Procuring Agency in writing to provides record of the content of communication at the Procuring Agency's address.</p> <p>iii. The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification.</p> <p>iv. Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under this document</p>
3. PREPARATION OF BIDS	
3.1 Language of Bid	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be in English.
3.2 Bid Form	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their quantity, and prices
3.3 Bid Prices	<p>i. The Bidder shall indicate the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract</p> <p>ii. Prices indicated on the Price Schedule shall be item wise</p> <p>iii. 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 will be treated as non-responsive and may be rejected</p>
3.4 Bid Currencies	Prices shall be quoted in Pak Rupees.
3.5 Documents Establishing Bidder's Eligibility and Qualification	<p>i. The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible.</p> <p>ii. The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:</p> <p>a. that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the same in Pakistan; If applicable</p> <p>b. that the Bidder has the financial, technical, capability necessary to perform the contract;</p> <p>c. that the Bidder meets the qualification criteria listed in the Bid Data Sheet</p>
3.6 Bid Security	<p>i. Bid Security Rs.3 million in the shape of Call deposit/Pay Order/Demand Draft/cashier cheque in the name of DDO, NBF M/o FE&PT</p> <p>ii. The bid security shall be in Pakistan Rupee</p>
3.7 Period of Validity of Bids	<p>i. Validity period of the bids shall be 90 days, during financial year 2024-25.</p> <p>ii. In exceptional circumstances, the Procuring Agency may extend the period of bid validity with mutual consent of both parties i.e. bidder and procuring agency.</p>
4. SUBMISSION OF BIDS	
4.1 Deadline for Submission of Bids	<p>i. Bids must be prepared in strict accordance with the instructions outlined in the bidding document and submitted through EPADS on or before February 17th, 2025 by 11:00 am</p> <p>ii. Hard copy of Bids must be received by the Procuring Agency at the specified address no later than the time and date specified in the Bid document.</p> <p>iii. The Procuring Agency may, at its discretion and as per PPRA Rules 2004 amended time to time, extend this deadline for the submission of Bids by amending the Bidding documents. In which case all rights and obligations of the</p>

	<p>Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended</p> <ul style="list-style-type: none"> iv. Bids shall be received by the Procuring Agency at the address specified in this document no later than the date and time specified in the bid document. v. Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder. vi. No Bid may be modified after the deadline for submission of Bids vii. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available).
5. OPENING AND EVALUATION OF BIDS	
5.1 Opening of Bids by the Procuring Agency	<ul style="list-style-type: none"> i. The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives, in the Bid proceedings at the place, on the date and at the time, specified in the ITB. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance ii. The envelopes of Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, and (c) Any other details as the Procuring Agency may consider appropriate iii. No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder iv. Minutes of the Bid Opening shall be recorded and uploaded by the procuring agency on PPRA website as provided under PPRA Rules 2004 amended time to time v. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of PPRA Rules 2004 amended time to time.
5.2 Clarification of Bids	<ul style="list-style-type: none"> i. In order to assist in the examination, evaluation and comparison of Bids and post-qualification of the bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered ii. The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Bid shall be sought, offered, or permitted
5.3 Examination of Terms and Conditions Technical Evaluation	<ul style="list-style-type: none"> i. The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the ITB have been accepted by the Bidder without any material deviation or reservation ii. The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in this document been met without material deviation or reservation iii. If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid
5.4 Post-Qualification & Evaluation of Bids	<ul style="list-style-type: none"> i. The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation

	<p>criteria listed in this document</p> <p>ii. The determination will take in to account the Bidder's financial, technical, and supplying capabilities It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.</p> <p>iii. The Procuring Agency will technically evaluate and compare the Bids which have been determined to be responsive, as per Technical Specifications required</p> <p>iv. The financial evaluation of a Bid will be on the basis of form of Price Schedules and it will be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.</p>
6. AWARD OF CONTRACT	
6.1 Notification of Award	<p>i. Minutes of the Bid Opening shall be recorded and uploaded by the procuring agency on PPRA website.</p> <p>ii. The notification of award will constitute the formation of the Contract</p>
6.2 Performance Guarantee	<p>i. Within 15 days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee 5% of the total value of the contract in accordance with the Conditions of Contract.</p> <p>ii. Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPRA rules 2004 amended time to time.</p>
6.3 Signing of Contract/ Issuance of Purchase Order	<p>i. At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the contract form /purchase order, incorporating all agreements between the parties</p> <p>ii. The Procuring Agency requires formal signing of contract, with the successful Bidder</p>
6.4 Award Criteria	The Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily
6.5 Procuring Agency's Right to Vary Quantities at Time of Award	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, as per PPRA Rules 2004.
6.6 Procuring Agency's Right to Accept or Reject All Bids	<p>i. The Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders</p> <p>ii. The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds</p>
6.7 Corrupt or Fraudulent Practices	<p>i. The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts</p> <p>ii. Blacklisting & Debarment: Blacklisted Consultants and those found involved in Corrupt Practices" are not allowed to participate bidding, Requirements & Procedure for Blacklisting & Debarment will be dealt as per conditions available in PPRA Rules 2004 amended time to time</p>

Section-III Technical Specifications of Chromebook

Sr #	Name of Items	Specifications	Remarks
1.	Chromebook (Refurbished)	<ul style="list-style-type: none"> - Refurbished Chromebook Brand: HP / Dell / Acer / Lenovo / Samsung / Asus - Processor: Intel - Graphics: Integrated Graphics - Chipset: Intel Chipset - RAM: 4GB or higher - Storage: 32GB ROM or higher - Camera - Microphone - Battery: Integrated Lithium Battery with at least 4 hours+ backup - Power Adapter - Display: 11.6" or higher - Wifi/WLAN Connectivity - Ports: At least 1 USB-Type C, 1xUSB 2.0/3.1, 1xHDMI - Google Update: Support till 2027 or higher 	<p>Estimated Qty 8000</p> <p>*Note quantity can be increased or decreased according to available budget</p>

- Final decision will be taken after technical evaluation by Tender Committee as per PPRA rules.

Important Note:

- Each item as per supply order is to be provided within forty-five (45) days after its issuance. If otherwise, penalty of Rs.15,000/- per day for each item (total quantity) will be charge up to next 10 days.
- If the successive bidder failed to provide the required items as per specification in above 55 days, earnest money will be forfeited and contract will be awarded to 2nd lowest with same terms & conditions, as above.

Section-IV: Bid Data Sheet

S #	A. Particulars
1	<ul style="list-style-type: none"> ● Name of Procuring Agency: National Book Foundation (NBF) under Ministry of Federal Education and Professional Training. ● The Subject of Procurement: Procurement of Chromebooks (Refurbished) for Federal Directorate of Education Schools/Colleges, Islamabad ● Period for delivery of goods items: 45 days after issuance of supply order. ● Commencement date for delivery of Goods: After Issuance of Letter of Acceptance (Award Letter / Work Order / Purchase Order)
2	<ul style="list-style-type: none"> ● Financial year for the operations of the Procuring Agency: 2024-25. ● Name of financing institution: National Book Foundation (NBF) under Ministry of Federal Education and Professional Training.
B. BIDDING DOUCMENT	
3	<ul style="list-style-type: none"> ● The address for clarification of Bidding Documents: Asad Rasool, Incharge IT Section National Book Foundation 6 Mauve Area, Taleemi Chowk , G-8/4 , Islamabad. ● Pre-bid meeting will not be held
C. BID PRICE, CURRENCY, AND LANGUAGE	
4	<ul style="list-style-type: none"> ● Language: English
5	<ul style="list-style-type: none"> ● The Price quoted shall be inclusive of all applicable taxes
6	<ul style="list-style-type: none"> ● The Price shall be fixed
D. PREPARATION AND SUBMISSION OF BIDS	
7	<p>Qualification Criteria/Knock down criteria</p> <ul style="list-style-type: none"> ● Minimum 3-year experience as general order supplier with Government Sector organizations / departments ● At least three relevant Supply Orders received in the past ● Registration with relevant tax authority i.e. FBR etc. as active tax payer (Sales Tax and Income Tax) ● Affidavit to the effect that: - <ul style="list-style-type: none"> • Bidder is neither currently blacklisted from any governmentdepartment nor is any litigation pending in this regard • The documents/photocopies provided with Bid are authentic in case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules • The provided information is correct
8	<p>Bid shall be submitted to:</p> <ul style="list-style-type: none"> ● Asad Rasool, Incharge IT Section National Book Foundation ,6 Mauve Area, Taleemi Chowk , G-8/4 , Islamabad.
9	<p>The deadline for bid submission is</p> <p>a. Day: Monday b. Date: 17-02-2025 Time: 11:00 AM</p>
10	<p>Date / Month / Year / Time and place for bid opening</p> <p>a. Committee Room (NBF) 6 Mauve Area, Taleemi Chowk , G-8/4 Islamabad. b. Date: 17-02-2025, Time: 11:30 AM,</p>
11	<p>a. Amount of Performance Guarantee is 5% (in shape of Bank Guarantee, Bank call-deposit Receipt</p>

	(CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque b. withheld till completion of delivery and inspection of items																		
12	<ul style="list-style-type: none"> Amount of Rs. 3 Million Bid security in shape of Pay Orders/ CDR/ Demand Draft by the Bidder which will submit in the name of "DDO , NBF Ministry of Federal Education and Professional Training Islamabad" 																		
13	Bid validity period after opening of the bid is 90 days																		
14	Number of copies of the bid to be provided are: Only one																		
E. OPENING AND EVALUATION OF BIDS																			
15	The Bid opening shall take place at: a. NBF (Committee Room) 6 Mauve Area Taleemi Chowk, G-8/4 , Islamabad b. Date: 17-02-2025 Time: 11:30 AM																		
16	The Currency that shall be used for Bid evaluation and comparison purposes to convert all bid prices expressed in various currencies is Pakistani Rupee																		
F. BID EVALUATION CRITERIA																			
17	<ul style="list-style-type: none"> The Technical proposals shall be evaluated by the purchase committee M/o FE&PT in the light of following evaluation criteria in the light of PPRA Rules, 2004 (amended time to time). The Bidders who have duly complied with the mandatory and Eligibility Criteria will be eligible for further processing as mentioned below. <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">Descriptions</th> <th style="text-align: center;">Requirement</th> </tr> </thead> <tbody> <tr> <td>Income Tax Registration</td> <td style="text-align: center;">Mandatory</td> </tr> <tr> <td>Sales Tax Registration</td> <td style="text-align: center;">Mandatory</td> </tr> <tr> <td>Registration from relevant technical bodies where applicable</td> <td style="text-align: center;">Mandatory</td> </tr> <tr> <td>Conformance to the Specifications given in the Tender Document</td> <td style="text-align: center;">Mandatory</td> </tr> <tr> <td>At least three Supply Orders for Supply of relevant items for schools received in the past</td> <td style="text-align: center;">Mandatory</td> </tr> <tr> <td>Financial / Audited statement of last three years</td> <td style="text-align: center;">Mandatory</td> </tr> <tr> <td>Affidavit of Non-Black Listing</td> <td style="text-align: center;">Mandatory</td> </tr> <tr> <td>Affidavit to supply the items in 45 days</td> <td style="text-align: center;">Mandatory</td> </tr> </tbody> </table> <p>Note:</p> <ul style="list-style-type: none"> Verifiable documentary proofs for all above requirements are mandatory Vendor/ Supplier will be responsible for the inspection & Demonstration of the supplied descriptions in client environment as per client's requirements The Bids which do not conform to the Technical Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of descriptions will be rejected in the light of PPRA Rules 2004 (amended). The Eligible/Technically Qualified Bidders will be considered for further evaluation 	Descriptions	Requirement	Income Tax Registration	Mandatory	Sales Tax Registration	Mandatory	Registration from relevant technical bodies where applicable	Mandatory	Conformance to the Specifications given in the Tender Document	Mandatory	At least three Supply Orders for Supply of relevant items for schools received in the past	Mandatory	Financial / Audited statement of last three years	Mandatory	Affidavit of Non-Black Listing	Mandatory	Affidavit to supply the items in 45 days	Mandatory
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G. Award of Contract																			
18	Quantity can be increased or decreased according to available budget																		
19	The Performance Guarantee shall be: 05% of the total cost																		
20	The Performance Security (or guarantee) shall be in the form of: Bank Guarantee/ CDR/ Pay Order																		

Section-V: General Conditions of Contract / Procurement

<p>1. Definitions</p>	<p>In this Contract, the following terms shall be interpreted and indicated:</p> <ol style="list-style-type: none"> a. "The Contract" means the agreement entered into between National Book Foundation (NBF) under Ministry of Federal Education and Professional Training Islamabad and the Supplier, as recorded in the Contract Form / purchase order / work order signed by the parties b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations c. "The Goods" means all of the items or other materials which the Supplier is required to supply to the Procuring Agency under the Contract d. "GCC" mean the General Conditions of Contract contained in this section e. "The Procuring Agency" means National Book Foundation (NBF) under Ministry of Federal Education and Professional Training Islamabad "The Procuring Agency's country" is Pakistan f. "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract
<p>2. Country of Origin</p>	<p>All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules</p>
<p>3. Standards <i>[where applicable]</i></p>	<p>The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.</p>
<p>4. Use of Contract Documents and Information; Inspection and Audit by the procuring agency</p>	<ol style="list-style-type: none"> i. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance ii. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC except for purposes of executing the Contract iii. Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required.
<p>5. Performance Guarantee</p>	<ol style="list-style-type: none"> i. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee equivalent to the 5% of the total Value in Pak Rupee of the contract /purchase order ii. The performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms: <ul style="list-style-type: none"> • a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country/city, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or • Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR

	<ul style="list-style-type: none"> • The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than forty-five (45) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/ obligations
6. Inspections and Tests	<ul style="list-style-type: none"> i. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes ii. The inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the Goods' final destination If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency iii. If any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency
7. Packing	<ul style="list-style-type: none"> i. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation and rough handling during transit. Packing case size and weights shall take into consideration, where appropriate. ii. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in and in any subsequent instructions ordered by the Procuring Agency
8. Delivery and Documents	<ul style="list-style-type: none"> i. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier ii. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection which will enable the supplier to put up the bill
9. Transportation	The Supplier is required under the Contract to transport the Goods to a specified place of destination with in the limits of Islamabad.
10. Warranty	<ul style="list-style-type: none"> i. The Supplier warrants that the Goods supplied under the Contract are free from malfunction and breakage. He further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials. ii. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty on receipt of such notice, the Supplier shall, repair or replace the defective Goods, without costs to the Procuring Agency iii. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant

	provision of PPRA Rules 2004 including Blacklisting
11. Payment	<p>i. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract</p> <p>ii. As per PPRA Rules 2004, payments shall be made promptly by the Procuring Agency, after submission of an invoice or claim by the Supplier, provided the work is satisfactory</p> <p>iii. The currency of payment is PKR which shall be paid in shape of cheque</p>
12. Prices	Prices including all taxes charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.
13. Change Orders	<p>i. The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:</p> <ul style="list-style-type: none"> • drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; • the method of shipment or packing; • the place of delivery; and/or the Services to be provided by the Supplier <p>ii. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended any claims by the Supplier for adjustment under this clause must be asserted within forty five (45) days from the date of the Supplier's receipt of the Procuring Agency's change order But, no provisions of PPRA Rules 2004 should be violated</p>
14. Liquidated Damages	When the supplier fails to deliver the goods within the time period specified in the contract, the Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, Rs.15,000 per day of delay, maximum up to 5% of the price of total value of the contract
15. Termination for Default	<p>iv. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> • if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency • if the Supplier fails to perform any other obligation(s) under the Contract; or • if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract <p>v. In the event the Procuring Agency terminates the Contract in whole or in part, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated</p>

<p>16. Force Majeure</p>	<p>i. Notwithstanding the provisions laid down in ITB the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure</p> <p>ii. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions eg: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”</p> <p>iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof Unless otherwise directed by the Procuring Agency 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 Any difference of opinion concerning “Force Majeure” may be decided through means given herein below</p>
<p>17. Termination for Insolvency</p>	<p>Procuring Agency may at any time terminate the Contract by giving written notice to Supplier if the Supplier becomes bankrupt or otherwise insolvent In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency</p>
<p>18. Termination for Convenience</p>	<p>i. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective</p> <p>ii. The Goods that are complete and ready for shipment (if applicable) within forty-five (45) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices for the remaining Goods, the Procuring Agency may choose:</p> <ul style="list-style-type: none"> • to have any portion completed and delivered at the Contract terms and prices; and/or • to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier
<p>19. Resolution of Disputes</p>	<p>i. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract</p> <p>ii. If, after seven (07) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party,</p>

	adjudication in an agreed and/or arbitration as accordance with Arbitration Act-1940
20. Applicable Law	The Contract shall be interpreted in accordance with the laws of Pakistan unless otherwise specified in this document
21. Notices	<ul style="list-style-type: none"> i. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and acceptable in ordinary course of business to the other party's address specified in this document ii. A notice shall be effective when delivered or on the notice's effective date, whichever is later
22. Taxes and Duties	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency

Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head To be attached with Technical Bid]

Sr. No.	PARTICULAR
	1. Name of the Company
	2. Registered Office Address:
	National Tax Number: (attached copy)
	Sales Tax Registration Number: (attached copy)
	Professional Tax Number: (attached copy)
	Office Telephone Number: Mobile No.:
	Fax Number: Email Address:
	Website Address:
	3. Contact Person
	Name: Designation:
	Personal Telephone No.
	Email Address:
	Local Office if any:
	Address:
	Office Telephone No. Fax No. Mobile No.

a) Financial Statement Attachment / Income Tax Return (Last 03 years) Yes / No

b) Detail of Experience (Last 03 Years):

1	Similar Project (Agency / Department)	Item Name	Amount Rs.
2	Value of Total projects / Tenders / POs (Total Amount Rs.)		

Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner To be attached with

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]* The undersigned further affirms on behalf of the firm that:

- i. The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order
- ii. The documents/photocopies provided with Bid are authentic In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules
- iii. Affidavit for correctness of information
- iv. Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head To be attached with Technical Bid]

THIS AGREEMENT made on the _____ day of _____ 20 between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz, *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Procuring Agency's Notification of Award
 - (f) Contract agreement
 - (g) Complete Bidding document

In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract

The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Financial Bid Form/Price Schedule

*[To be signed & stamped by the Bidder and reproduced on the letter head to be attached with Financial Bid]
Price shall be quoted inclusive of all applicable taxes*

S.#	Name of Items	Specifications	Unit Price (Including all applicable taxes)
1.	Chromebooks (Refurbished)	<ul style="list-style-type: none"> - Refurbished Chromebook Brand: HP / Dell / Acer / Lenovo / Samsung / Asus - Processor: Intel - Graphics: Integrated Graphics - Chipset: Intel Chipset - RAM: 4GB or higher - Storage: 32GB ROM or higher - Camera - Microphone - Battery: Integrated Lithium Battery with at least 4 hours+ backup - Power Adapter - Display: 11.6" or higher - Wifi/WLAN Connectivity - Ports: At least 1 USB-Type C, 1xUSB 2.0/3.1, 1xHDMI - Google Update/Support till 2027 or higher 	

1. Delivery at place specifies by the Procuring Agency within the municipal limits of ICT.
2. Total Bid value (against which a Bid shall be evaluated) in figure Total Bid value (against which a Bid shall be evaluated) in words

Note:

In case of difference between unit price and total price, unit price shall prevail and total Price shall be "final"
In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final

Stamp & Signature of Bidder _____

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders(with technical proposal)

Sr. #	Detail	Responsive	Non-Responsive
1.	Bid security must be submitted in the shape of CRD (cash payment will not be accepted)		
2.	Active Registration with Income Tax Authorities (National Tax Number NTN), Sales Tax Authorities (STRN)		
3.	Copy of active Registration (Professional Tax Certificate)		
4.	Registration with relevant professional bodies of Government of Pakistan		
5.	At least 3 of similar nature having similar cost or above have been performed / executed in public organization during last 02 years		
6.	General Information Form of Bidding documents on letterhead of the firm duly signed and stamped		
7.	Affidavit on non-judicial Stamp Paper of Minimum Rs 100/-		
8.	Financial/Audited accounts statements of Last three years		
9.	Work order / supply order / purchase order of previous relevant experience		

Stamp & Signature of Bidder _____

EVALUATION CRITERIA

S. No	Evaluation Criteria	Total Marks	Marks Achieved by Firm	Remarks
1	Registration of firm in Statutory bodies like SECP, Chamber of Commerce, FBR etc.	10		
2	Relevant Business	10		
3	Registration with relevant professional bodies of Government of Pakistan	10		
4	Company Profile	20		
6	Past Client/customer performance certificate	10		
7	Financial strength of the vendor/firm	20		
8	Affidavit to supply items in 45 days	20		
		100		Minimum qualification marks 60%

Note: Please attach documentary evidence in support of your claims