

GOVERNMENT OF KHYBER PAKHTUNKHWA
DIRECTORATE OF SOCIAL WELFARE, SPECIAL EDUCATION
& WOMEN EMPOWERMENT/PROVINCIAL COUNCIL FOR
REHABILITATION OF DISABLED PERSONS (PCRDP)



BID SOLICITATION DOCUMENTS
FOR
“PROCUREMENT OF SEWING MACHINES”

FINANCIAL YEAR 2025-2026

Note: The bidder is expected to examine the Bidding Documents carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required by the Bidding documents or submission of Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

PREFACE

These Bidding Documents have been prepared for use by Social Welfare Department, Government of Khyber Pakhtunkhwa (Provincial Council for Rehabilitation of Disabled Persons/Disabled Persons Rehabilitation (DPR)Fund, for award of Contract to the successful bidder for “Procurement of sewing machines ” through National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

In order to simplify the preparation of bidding documents for each procurement, the bidding documents are grouped in two parts based on provisions which would remain the same for every procurement and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part two which is further organized into six sections. Sections I, II, III, IV and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

BID SOLICITATION DOCUMENTS

The bids shall reach to the office of Chairman Purchase Committee Provincial Council for Rehabilitation of Disabled Persons (PCRD), on or before, **08-09-2025 at 11:00 AM**. The bids shall be opened on the same day by the Procurement Committee in the presence of Bidders/Representatives of the firms/authorized dealers/manufacture who choose to attend the meeting at **11:30 AM** in the Committee Room of Directorate of Social Welfare, Govt. of Khyber Pakhtunkhwa. Bids submitted after due date & time shall not be entertained.

Name of the Firm/Authorized dealer/Manufacturer:

Address of the Correspondent:

Date: _____

Signature and Seal

Telephone No: _____

Fax No: _____

Email: _____

Tender Form Fee: Rs. 2500/- only

Note: Attach Original receipt for the purchase of the bidding documents

PART-ONE
FIXED CONDITIONS OF CONTRACT
Instructions to Bidders (ITB)
General Conditions of Contract (GCC)

Note: Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.

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CHAPTER-1

INSTRUCTIONS TO BIDDERS

Introduction

1. Source of Funds	1.1 Disabled Person Rehabilitation (DPR) Fund, through Provincial Council for Rehabilitation of Disabled Persons (PCRDP) as mentioned in the Bid Data Sheet (BDS).
2. Eligible Bidders	2.1 This Invitation for Bids (IFB) is open to all eligible firms, authorized dealers/manufacturers, having at least five-year relevant experience, for supply of goods as mentioned in the Bid Data Sheet (BDS). Bidders should not be associated, or have been associated in the Past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide goods for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be procured under this Invitation for Bids Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa. 2.2 Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any Government Organization in accordance with the Section 44(1) KP-PPRA Rules 14. 2.3 The Bidder should be registered with Income Tax, Sales Tax Department, and KP Revenue Authority and must be reflected as Active Tax Payer. An Affidavit on Stamp Paper of Rs.150 shall must be submitted as mentioned at Page # 52. 2.4 If the bidder is applying for this bid by any consortium, joint venture and association, is not eligible for this bid and the bid may be considered non responsive and rejected.
3. Cost of Bidding	3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring entity named in the Bid Data Sheet, hereinafter referred to as “the Procuring entity,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

THE BIDDING PROCEDURE

1. The Governing Rule	1.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.
2. Applicable Bidding Procedure	2.1 The bidding procedure is governed by Rule 6 (2) (b) KPPRA Rules, 2014. Bidders are advised also to refer to the Bid Data Sheet (BDS) to confirm the Bidding procedure applicable in the present bidding process. 2.2 The bidding procedure prescribed in the Bid Data Sheet is explained below: Single Stage, Two Envelope Procedure (Rule 6 (2) (b) of the KPPRA 2014) The bid shall comprise a single package marked with BID NAME applied for in bold and legible letter to avoid confusion, containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion; Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids; The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of procuring entity without being opened; The Procuring entity shall evaluate the technical proposal, without reference to the price and reject any proposal which do not confirm to the specified requirements; During the technical evaluation no amendments in the technical proposal shall be permitted; The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance; After the evaluation and approval of the technical proposal the Procuring entity shall 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 shall be returned un- opened to the respective Bidders; and the bid found to be the best evaluated having highest price shall be accepted.

THE BIDDING DOCUMENTS

3. Content of Bidding Documents	3.1 The bidding documents include: i. Instructions to Bidders (ITB) ii. Bid Data Sheet iii. General Conditions of Contract (GCC) iv. Special Conditions of Contract (SCC) v. Schedule of Requirements vi. Technical Specifications vii. Bid Form and Price Schedules viii. Bid Security Form ix. Contract Form x. Performance Security Form 3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
4. Clarification of Bidding Documents	4.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring entity in writing. The Bidding Procuring entity will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.

5.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

5.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring entity, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

6. Language of Bid	6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
7. Documents Comprising the Bid	7.1 The bid prepared by the Bidder shall comprise the following components: A Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13 Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; Documentary evidence established in accordance with ITB Clause 16 that the goods to be supplied by the Bidder are eligible firms/authorized dealer/manufacturers and conform to the bidding documents; and Bid security furnished in accordance with ITB Clause 17.
8. Bid Form	8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be provided, a brief description of the goods and their prices.
9. Bid Prices	9.1 The Bidder shall indicate on the appropriate Price Schedule along with unit price and total bid price of the goods it proposes to perform under the contract. 9.2 The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring entity and will not in any way limit the Procuring entity's right to contract on any of the terms offered. 9.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 27. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a

	fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
10. Bid Currencies	10.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. 10.2 The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring entity and will not in any way limit the Procuring entity's right to contract on any of the terms offered. 10.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 27. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
11. Documents	11.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, establishing bidder's documents, establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. 11.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3
12. Eligibility and Qualification. Documents Establishing firms/authorized dealers/manufacture for goods Eligibility and Conformity to Bidding Documents	12.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring entity's satisfaction: that the Bidder has the financial, technical capability necessary to perform the contract; that, in the case of a Bidder not doing business within the Procuring entity's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Service Provider's obligations prescribed in the Conditions of Contract and/or Technical Specifications; and That the Bidder meets the qualification criteria listed in the Bid Data Sheet. 12.2 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all firms/authorized

	dealers/manufacture (goods) which the Bidder proposes to provide under the contract. 12.3 The documentary evidence of the eligibility of the firms/authorized dealers/manufacture shall consist of a statement in the price Schedule of the country of origin of the goods offered.
13. Bid Security	13.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/authorize dealer/manufacture who submits the bid]¹ 13.2 The bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 17.7. The bid security shall be in Pak. Rupees and shall be in one of the following forms: Irrevocable en-cashable on-demand Bank call-deposit (CDR) in the name of Chairman Purchase Committee, PCRDP. 13.3 Any bid not secured in accordance with ITB Clauses 17.1 and 17.3 will be rejected by the Procuring entity as non-responsive, pursuant to ITB Clause 27. 13.4 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring entity pursuant to ITB Clause 18. 13.5 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance guarantee, pursuant to ITB Clause 36. The bid security may be forfeited: If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or In the case of a successful Bidder, if the Bidder fails: To sign the contract in accordance with ITB Clause 35;or To furnish performance security in accordance with ITB Clause 36.
14. Period of Validity of Bids	14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring entity, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

	14.2 In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
15. Format and Signing of Bid	15.1 The Bidder shall prepare an original and the number of copies of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern. 15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be sign and stamp by the person or persons signing the bid otherwise the bid shall be rejected by the Procuring entity as non-responsive. 15.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. 15.4 The Bidder shall furnish information as described in the Form of Bid On commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

SUBMISSION OF BIDS

16. Sealing and Marking of Bids	16.1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope. 16.2 The bid may consider non responsive and rejected if found without Bid name. 16.3 The inner and outer envelopes shall: i. Be addressed to the Procuring entity at the address given in the Bid Data Sheet; and ii. Bear the BID NAME indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2. 16.4 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”. 16.5 If the outer envelope is not sealed and marked as required by ITB Clause 20.2, the Procuring entity will assume no responsibility for the bid’s misplacement or premature opening.
17. Deadline for Submission of Bids	17.1 Bids must be received by the Procuring entity at the address specified under ITB Clause 20 no later than the time and date specified in the Bid Data Sheet. 17.2 The Procuring entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended
18. Late Bids	18.1 Any bid received by the Procuring entity after the deadline for submission of bids prescribed by the Procuring entity pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.
19. Bidding for Selective Items	19.1 Bidders are required to quote the rates for all items of the bid. The bid for selective items will be considered rejected.
20. Modification and Withdrawal of Bids	20.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, 20.2 Including substitution or withdrawal of the bids is received by the Procuring entity prior to the deadline prescribed for submission of bids.

	20.3 No bid may be modified after the deadline for submission of bids. 20.4 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, pursuant to the ITB Clause 17.7.
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OPENING AND EVALUATION OF BIDS

21. Opening of Bids by the Procuring entity	21.1 The Procuring entity will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance. 21.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 22. 21.3 Bids (and modifications sent pursuant to ITB Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders. 21.4 The Procuring entity will prepare minutes of the bid opening.
22. Clarification of Bid	22.1 During evaluation of the bids, the Procuring entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
23. Preliminary Examination	23.1 The Procuring entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. 23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier

	does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. 23.3 The Procuring entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. 23.4 Prior to the detailed evaluation, pursuant to ITB Clause 28 the Procuring entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Applicable Law (GCC Clause 24), and Taxes and Duties (GCC Clause 26), will be deemed to be a material deviation. The Procuring entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. 23.5 If a bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
24. Evaluation and Comparison of Bids	24.1 The Procuring entity shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB. 24.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Bid Solicitation Documents (BSDs). 24.3 For the purpose of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in

	the bidding documents. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the state bank of Pakistan. 24.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.
25. Rejection of Bids	25.1 The procuring entity reserves the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring entity shall upon request communicate to any bidder who submitted a bid or proposal, the grounds for rejection of all bids or proposals. As per Rule No. 47 of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. 25.2 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids. 25.3 Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if: i. Received without earnest money; ii. Received without original slip of tender fee; iii. It is received after the date and time fixed for its receipt; iv. The Bid Solicitation Document (BSD) each page shall be signed and stamped; v. The offer is ambiguous; vi. The offer is conditional i.e. advance payment or currency fluctuations etc.; vii. The offer is from blacklisted firm in any Federal / Provincial Government Department; and viii. The offer is for store / items not conforming to the specifications indicated in the tender enquiry;

	ix. Received without affidavit stating that the firm is not backlisted or to the effect that the bid security is placed/enclosed in financial bid. This can be on stamp paper or on the official pad of the firm/bidder x. Received without registration certificates;
26. Contacting the Procuring agency	26.1 Subject to ITB Clause 26, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring entity, it should do so in writing. 26.2 Any effort by a Bidder to influence the Procuring entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

AWARD OF CONTRACT

27. Post-qualification	27.1 In the absence of prequalification, the Procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted the highest-ranking fair bid (best evaluated bid) is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3. 27.2 The determination will take into account the Bidder's financial, technical, and service providing capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Procuring entity deems necessary and appropriate. 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring entity will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1 Subject to ITB Clause 32, the Procuring entity will award the contract to the successful Bidder whose bid has been determined to be highest ranking fair bid (best evaluated bid), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily in conformity with Section 6(2)(b) of Khyber Pakhtunkhwa Public Procurement Rules, 2014
29. Procuring entity's Right to Vary Quantities at Time of Award	29.1 The Procuring entity reserves the right at the time of contract award to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring entity's Right to Accept any Bid and to Reject any or All Bids	30.1 The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to acceptance of bid or proposal, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring entity's action
31. Notification of Award	31.1 Prior to the expiration of the period of bid validity, the Procuring entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

	31.2 The notification of award will constitute the formation of the Contract. 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 37, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.
32. Signing of Contract	32.1 At the same time as the Procuring entity notifies the successful Bidder that its bid has been accepted, the Procuring entity will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. 32.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring entity.
33. Performance Security	33.1 Within ten (10) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security (Amount and detail mentioned in Bid Data Sheet) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring entity. 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35 or ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring entity may make the award to the next highest evaluated Bidder or call for new bids.
34. Corrupt or Fraudulent Practices	34.1 Within ten (10) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security (Amount and detail mentioned in Bid Data Sheet) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring entity. 34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35 or ITB Clause 36.1 shall constitute. 34.3 The Government of Khyber Pakhtunkhwa requires that Procuring entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such

	contracts. In pursuance of this policy, the KPPRA, in accordance with the KPPRA Act, 2014 and Rules made there under: 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 of anything of value to influence the action of a public official in the procurement process or in contract execution; and ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Procuring entity of the benefits of free and open competition; 34.4 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; 34.5 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract. 34.6 Furthermore, Bidders shall be aware of the provision stated in sub- clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
35. Integrity Pact	35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.
36. Limitation on Negotiations	36.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details. 36.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

	i. minor alterations to technical details, such as the scope of work, the specification or drawings; ii. minor amendments to the Special Conditions of Contract; iii. finalization of payment schedule and ancillary details; iv. mobilization arrangements; v. agreements on final delivery or completion schedules to accommodate any changes required by the Procuring entity; vi. the proposed methodology or staffing; vii. inputs required from the Procuring entity; viii. clarifying details that were not apparent or could not be finalized at the time of bidding; ix. The Bidder's tax liability in Pakistan, if the Bidder is a foreign company. x. Minor alterations to technical details, such as the scope of work, the specification or drawings;
37. Negotiation shall not be used to	37.1 substantially change the technical quality or details of the requirement, including the tasks be or responsibilities of the Bidder/firm/authorized dealer/manufacture or the provision of goods: i. substantially alter the terms and conditions of Contract; ii. reduce unit rates or reimbursable costs; iii. substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals alter the submitted financial bid
38. Bid Form	38.1 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, and their country of origin, quantity, and prices.

PART ONE - SECTION II.

General Conditions of Contract

GENERAL CONDITIONS OF CONTRACT

1. Definitions	1.1 In this Contract, the following terms shall be interpreted as indicated: “The Contract” means the agreement entered into between the Procuring entity and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations. “The goods” which the Supplier is required to provide to the Procuring entity under the Contract. “GCC” mean the General Conditions of Contract contained in this section. “SCC” means the Special Conditions of Contract. “The Procuring entity” means the organization/Department procuring goods, as named in SCC. “The Procuring entity’s country” is the country named in SCC. “The Service Provider” means the individual or firm providing the goods under this Contract. “The Project Site,” where applicable, means the place or places named in SCC. “Day” means calendar day.
2. Application	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Country of Origin	3.1 All the goods provided under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC. 3.2 The origin for provision of goods is distinct from the nationality of the Supplier.
4. Standard	4.1 The goods provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards as mentioned in BSDs appropriate to the country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1 The firm/authorized dealers/manufacture shall not, without the Procuring entity’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 entity 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 as far as may be necessary for purposes of such performance.

	5.2 The Supplier shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract. 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Supplier's performance under the Contract if so required by the Procuring entity. 5.4 The Supplier shall permit the Procuring entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring entity, if so required.
6. Performance Guarantee and Patent Right	6.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring entity the performance guarantee in the amount specified in SCC. The Supplier shall indemnify the Procuring entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country. 6.2 The proceeds of the performance guarantee shall be payable to the Procuring entity as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract. 6.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring entity and shall be in one of the following forms: a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring entity; or a cashier's or certified cheque. 6.4 The performance guarantee will be discharged by the Procuring entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
7. Inspections and Tests	7.1 The Procuring entity or procurement committee or its subcommittee notified for the purpose (if any) shall have the right to inspect quality of goods etc. to confirm their conformity to the Contract requirement at no extra cost to the Procuring entity. SCC and the Technical Specifications shall specify what inspections and tests the Procuring entity requires and where they are to be conducted. The Procuring entity shall notify the firm/authorized dealers/manufacture in writing, in a timely manner, of the identity of any committee/sub-committee notified for these purposes. 7.2 The inspections may be conducted at point of delivery (as above). If conducted on the premises of the firm, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the technical committee/members at no charge to the Procuring entity.

	7.3 The Procuring entity's right to inspect, test and, where necessary, reject the goods. 7.4 Nothing in GCC Clause 8 shall in any way release the supplier from any Warranty or other obligations under this Contract.
8. Payment	8.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC. 8.2 The firm request(s) for payment shall be made to the Procuring entity in writing, accompanied by an invoice describing, as appropriate, the goods provided, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract. 8.3 Payments shall be made by the Procuring entity subject to release and availability of funds and other financial codal formalities required to be fulfill by the firm. Payment must be made in Pakistani Rupees.
9. Prices	9.1 Prices charged by the firms for good provided under the Contract shall not vary from the prices quoted by the firm in its financial bid. No change in prices/demand shall be made due to price hike of the goods.
10. Change of Orders	10.1 Any change in orders for supply of goods may remain with procuring entity after the approval of the competent authority i.e., Chairman of the PCRDP.
11. Contract Amendments	11.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
12. Assignment to	12.1 The firm shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.
13. Subcontracts	13.1 The firm shall notify the Procuring entity in writing of all Sub-contracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the firm/authorized dealer/manufacture from any liability or obligation under the Contract. 13.2 Subcontracts must comply with the provisions of GCC Clause 3.
14. Delays in the firm/authorized dealer/manufacture Performance	14.1 Goods provision shall be made by the firm/authorized dealer/manufacture in accordance with the time schedule prescribed by the Procuring entity in the Supply Order. 14.2 If at any time during performance of the Contract, the firm/authorized dealer/manufacture or its subcontractor(s) should encounter conditions impeding timely provision of the goods supply, the firm shall promptly notify the Procuring entity in writing of the fact of delay, it's likely duration and its cause(s). As soon as practicable after receipt of the firm/authorized dealer/manufacture notice, the Procuring entity shall evaluate the situation and may at its discretion extend the supply of goods time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

	14.3 Except as provided under GCC Clause 25, a delay by the firm/authorized dealer/manufacture in supply of goods, its obligations shall render the firm/authorized dealer/manufacture liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
15. Liquidated Damages	15.1 Subject to GCC Clause 19, if the firm/authorized dealer/manufacture fails to Provide goods within the period(s) specified in the Contract, the Procuring entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the price of the delay supply of goods for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum (60 days of penalty as specified in SCC) is reached, the Procuring entity may consider termination of the Contract pursuant to GCC Clause 18.
16. Terminating for Default	16.1 The Procuring entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the firm/authorized dealer/manufacture, may terminate this Contract in whole or in part: if the firm/authorized dealer/manufacture fails to deliver goods within the period(s) specified in the Contract/Supply Order, or within any extension thereof granted by the Procuring entity pursuant to GCC Clause 22; or If the firm/authorized dealer/manufacture fails to perform any other obligation(s) under the Contract. If the firm/authorized dealer/manufacture, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition. 16.2 In the event the Procuring entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring entity may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the firm/authorized dealer/manufacture shall be liable to the Procuring entity for any excess costs for such similar provision of goods. However, the firm/authorized dealer/manufacture shall continue Performance of the Contract to the extent not terminated.

17. Force Majeure	17.1 Notwithstanding the provisions of GCC Clauses 20, 21, and 24, the firm/authorized dealer/manufacture 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. 17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the firm/authorized dealer/manufacture and not involving the firm/authorized dealer/manufacture fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 17.3 If a Force Majeure situation arises, the firm/authorized dealer/manufacture shall promptly notify the Procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring entity in writing, the firm/authorized dealer/manufacture 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.
18. Termination for Insolvency	18.1 The Procuring entity may at any time terminate the Contract by giving written notice to the firm/authorized dealer/manufacture if the firm/authorized dealer/manufacture becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the firm/authorized dealer/manufacture, 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 entity.
19. Termination for Convenience	19.1 The Procuring entity, by written notice sent to the firm/authorized dealer/manufacture, 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 entity’s convenience, the extent to which performance of the firm/authorized dealer/manufacture under the Contract is terminated, and the date upon which such termination becomes effective.
20. Resolution of Disputes	20.1 The Procuring entity and the firm/authorized dealer/manufacture shall make every effort to resolve amicably, under Section 35 of KP-PPRA Act 2012.
21. Governing Language	21.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
22. Applicable Law	22.1 The Contract shall be interpreted in accordance with the Laws/Acts (applicable) in the Procuring entity’s country, unless otherwise specified in SCC.

23. Notices	23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party's address specified in SCC. 23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later
24. Taxes and Duties	24.1 Firm/authorized dealer/manufacturee shall be entirely responsible for all taxes, duties, license fees (Federal and Provincial) etc., incurred until delivery of the goods supplied to the Procuring entity.

PART TWO
SECTION I.
INVITATION FOR BIDS

1. **Chairman Purchase Committee for Provincial Council for Rehabilitation of Disabled Person (PCRDP)** intends to invite sealed bids under National Competitive Bidding from reputed Firms/Authorized dealers/Manufacturer for procurement of **Sewing Machines** for Person with Disabilities (PWDs) from Disable Person Rehabilitation (DPR) Fund under KP-PPRA Rules 2014 for the financial year 2025-2026.
2. Bidding shall be conducted through Single Stage–Two Envelope Bidding Procedure as per Rule 6 (2) (b) of KP-PPRA Rules-2014.
3. Bidding documents can be obtained from the office of the Secretary PCRDP/Director Social Welfare during office hours on payment of PKR Twenty-Five Hundred (PKR 2500/non-refundable). The same can be downloaded from the following official websites www.swkpk.gov.pk & www.kppra.gov.pk.
4. The bids shall reach to the office of the Secretary PCRDP/Director Social Welfare, on or before, **08-09-2025 at 11:00 AM**. The bids will be opened on the same day by the Procurement Committee in the presence of bidders/ representatives of the bidders at **11:30 AM** in the Committee Room of Directorate of Social Welfare Special Education and Women Empowerment Opposite Islamia College Gate Jamrud Peshawar. Bids submitted after due date & time shall not be entertained.
5. The bid must be accompanied with Bid Security equal to @ 2% (PKR) of the quoted amount for purchase of sewing machines in shape of Call Deposit Receipt (CDR) in the name of Chairman Purchase Committee, PCRDP, Khyber Pakhtunkhwa.

Sr. No.	Category/Package	Quantity/Number
1	Sewing Machine	3613

6. Pre-bid meeting will be held on **28-08-2025 at 11:00 AM** in the Committee Room of Directorate of Social Welfare Special Education and Women Empowerment Opposite Islamia College Gate Jamrud Road Peshawar.
7. The procurement committee may reject all/any bids or proposals at any time prior to the acceptance of a bid or proposal as per **Rule 47 of KP-PPRA Rules 2014**.

Chairman Purchase Committee
Provincial Council for Rehabilitation of Disabled Persons (PCRDP)
Phone No. 091-9224219

SECTION II. BID DATA SHEET

ITB Ref	Description	Detail
ITB Clause 1.1	Name of procuring entity & source of funds	Chairman Purchase Committee, Provincial Council for Rehabilitation of Disabled Person (PCRD). Disabled Person Rehabilitation (DPR) Fund through Provincial Council for Rehabilitation of Disabled Person (PCRD)
ITB Clause 2.1	Name of Contract	Procurement of Assistive Devices including (manual wheelchair, tricycle, sewing machine, white canes, crutches, walker, hearing aid) for Person with Disabilities (PWDs) in Khyber Pakhtunkhwa.
ITB Clause 2.1	Qualification requirements for eligible bidders	Firms/Authorized dealers/Manufacturers
IFB Clause 4	Commencement date of provision of Bidding Document	From the date of advertisement
ITB Clause 23	Bidding for Selective Item	Bidders may quote the rates for the required goods including spare parts and after sales services on standard terms of the manufacturer not less than 12 months.
ITB Clause 5	Bidding procedure	Single Stage–Two Envelope bidding Procedure as per Rule 06 (2) (b) of KPPRA Rules 2014. For Grievance redressal Section 35 of KP-PPRA Act, 2012.
ITB Clause 7	Clarification(s) on Bidding Documents	Chairman Purchase Committee, PCRD Government of Khyber Pakhtunkhwa
ITB Clause 9	Language of bid	English
ITB Clause 12	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies (Federal/Provincial) etc. for the required goods/after sale services.
ITB Clause 13	Currency of Bid	PKR @ 2% of the cost quoted for the items/goods for each single package/category.

ITB Clause 42	Name of the Bid Form (Primary documents)	i. Bid form and price schedules ii. Bid security form iii. Performance Security iv. Contract form v. Bank guarantee for advance payment vi. Integrity pact
ITB Clause 17	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money amounting equal to PKR @2% of the Bid amount in shape of Call Deposit (CDR), in the name of Chairman Purchase Committee , PCRDP, Govt. of Khyber Pakhtunkhwa.
ITB Clause 18	Bid validity period	90 days
ITB Clause 21	Last date and time for the receipt of bidding document	08-09-2025 at 11:00 AM (Pre bid meeting will be held on 28-08-2025 at 11:00 AM in committee Room of Directorate of Social Welfare, SE & WE Jamrud Road Opposite Islamia College Peshawar).
ITB Clause 25	Date, time and venue of opening of technical bids	08-09-2025 at 11:30 AM Committee Room of Directorate of SW, SE & WE, Govt. of Khyber Pakhtunkhwa
ITB Clause 37	Performance Security	The Performance Guarantee @ 10% (2% CDR plus 8% Bank guarantee) against contract value from the bidders at the time of LOA (Letter of Acceptance) in the shape of Call Deposit, submission under GCC Clause 6 shall be retained by the Procuring Entity as Performance Security till the end of contract period as per bid award.
ITB Clause 20.2	Address of Procuring entity	Directorate of Social Welfare, Special Education & Women Empowerment, Opposite Islamia College Gate Jamrud Road Peshawar, Khyber Pakhtunkhwa.

SECTION III
SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

DEFINITIONS (GCC CLAUSE 1)
COUNTRY OF ORIGIN (GCC CLAUSE 3)
PERFORMANCE SECURITY (GCC CLAUSE 6)
INSPECTIONS AND TESTS (GCC CLAUSE 7)
PAYMENT (GCC CLAUSE 8)
LIQUIDATED DAMAGES (GCC CLAUSE 17)
RESOLUTION OF DISPUTES (GCC CLAUSE 20)
GOVERNING LANGUAGE (GCC CLAUSE 21)
APPLICABLE LAW (GCC CLAUSE 22)
NOTICES (GCC CLAUSE 23)

SPECIAL CONDITIONS OF CONTRACT

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

Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring entity should draft specifically for each procurement.

1. Definitions (GCC Clause 1)

GCC 1.1 (f)—The Procuring entity is: Department of Social Welfare through Provincial Council for Rehabilitation of Disabled Persons (PCRDP) from Disabled Person Rehabilitation (DPR) Fund Directorate of Social Welfare, Special Education and Women Empowerment, Govt. of Khyber Pakhtunkhwa

GCC 1.1 (g)—The Procuring entity's country is: Pakistan

GCC 1.1 (h)—The goods provider is: Firm/Authorized dealers/Manufacturer

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods in Government-Financed Procurement".

3. Performance Security (GCC Clause 6)

The performance security 10% of quoted amount from the bidders at the time of LOA (Letter of Acceptance) in the shape of call deposit and/or Bank guarantee, submission under GCC Clause 6 and SSC Clause 03, shall be retained by the Procuring Entity as Performance Security till the performance of the contract period and will be released back to supplier in response to applying for the same by him to the Procuring Entity after successful completion of all the contractual obligations of framework contract agreement and the SBDs.

4. Inspections and Tests (GCC Clause 7)

GCC 7.2— The inspections of goods as mentioned in BSD may be conducted at point of delivery nominated by the procuring entity or If the procurement committee decides to conduct on the premises of the bidders (firm/authorize dealer/manufacturer), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

5. Payment (GCC Clause 8)

The Supplier's request(s) for payment shall be made to the Procuring entity in writing, accompanied by an invoice describing, as appropriate, the goods provided, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract. (Payment shall be made as per terms of the contract by submitting Invoice and Proof of Performance/complete supply of goods and inspection report, Payment shall be made in Pakistani Rupees.).

6. Liquidated Damages (GCC Clause 15)

Applicable rate: 0.01% per day of the total Contract price.

7. Resolution of Disputes (GCC Clause 20)

The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring entity and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring entity's country.

8. Governing Language (GCC Clause 21)

The Governing Language shall be: **English**

9. Applicable Law (GCC Clause 22)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- i. Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014
- ii. The Arbitration Act 1940
- iii. The Contract Act 1876
- iv. The Employment of Children (ECA) Act 1991
- v. The Bonded Labor System (Abolition) Act of 1992
- vi. The Factories Act 1934
- vii. Any other Law/Act/Rules applicable.

10. Notices (GCC Clause 23)

Procuring Entity's address for notice purposes: Provincial Council for Rehabilitation of Disabled Persons (PCRDP) Directorate of Social Welfare, Govt. of Khyber Pakhtunkhwa

Supplier's address for notice purposes: _____

SECTION-IV
SCHEDULE OF REQUIREMENT
Specifications of Assistive Devices as Tabulated Below

Name of the Firm/authorize dealer/Manufacturer

Sr. No.	Name of Assistive Devices	Description																																							
1.	Sewing Machine Laser printed logo of Social Welfare Department	- Domestic Hand Operated with straight stitches on different kind of fabrics, round/square arm with reverse function. - Pak-made. - Wooden Base. <table> <tr> <th>Description</th><th>Material</th><th>Weight (Kg/gm)</th></tr> <tr> <td>Body Modern Shape</td><td>Cast Iron</td><td>8.80 – 9.00</td></tr> <tr> <td>Face Plat</td><td>Iron Sheet</td><td>0.136 – 0.200</td></tr> <tr> <td>Needle Plat</td><td>Iron Sheet</td><td>0.034 – 0.500</td></tr> <tr> <td>Slide Plat</td><td>Iron Sheet</td><td>0.062</td></tr> <tr> <td>Wheel</td><td>Cast Iron</td><td>0.800 – 0.900</td></tr> <tr> <td>Phirki</td><td>Cast Iron</td><td>0.162</td></tr> <tr> <td>Underset Chrome</td><td>Cast Iron Chrome</td><td>0.50 – 0.55</td></tr> <tr> <td>Bobin Case</td><td>Steel</td><td>0.016 – 0.020</td></tr> <tr> <td>Table</td><td>Non-Termite Wood</td><td>2.146</td></tr> <tr> <td>Machine complete with Table (net weight)</td><td></td><td>15 to 17 KG</td></tr> <tr> <td>Handle</td><td>Cast Iron</td><td>0.95 – 1.00</td></tr> <tr> <td>Needle Box</td><td>Steel Chrome</td><td>0.06 – 0.08</td></tr> </table>	Description	Material	Weight (Kg/gm)	Body Modern Shape	Cast Iron	8.80 – 9.00	Face Plat	Iron Sheet	0.136 – 0.200	Needle Plat	Iron Sheet	0.034 – 0.500	Slide Plat	Iron Sheet	0.062	Wheel	Cast Iron	0.800 – 0.900	Phirki	Cast Iron	0.162	Underset Chrome	Cast Iron Chrome	0.50 – 0.55	Bobin Case	Steel	0.016 – 0.020	Table	Non-Termite Wood	2.146	Machine complete with Table (net weight)		15 to 17 KG	Handle	Cast Iron	0.95 – 1.00	Needle Box	Steel Chrome	0.06 – 0.08
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Needle Box	Steel Chrome	0.06 – 0.08																																							

Note: The interested bidders should bring sample along with the technical proposal.

Sr. No.	Category/Package	Quantity/Number
1	Sewing Machine	3613

SECTION V

EVALUATION CRITERIA

EVALUATION PROFORMA FOR FIRMS/AUTHORIZED DEALERS/MANUFACTURERS

A. Mandatory/eligibility criteria

- a. An Affidavit/certificate to the effect that Call Deposit Receipt (CDR)/details @2% of the Bid Amount is attached with Financial Bids/Proposal as per KP-PPRA Rules 2014.
- b. The Bidder must be registered with FBR and must be on active taxpayer list and income tax paid last three (03) years (documentary proof to be produced).
- c. The bidder must submit an affidavit on **judicial stamp paper** attested by notary public, that the firm is not currently black listed by any public or private donor organization.

B. Qualifying criteria for technical evaluation

S. No	Criteria	Marks
1.	EXPERIENCE	
	Core experience of the firm during last 07 years in supply of sewing machine or similar nature project (public/private sector organizations).	
	A. No. of Major Project in public sector of similar nature. (Attach client satisfaction certificate or completion certificate.) 1 No. =3 Marks 2 No. =6 Marks 3 No. =9 Marks 4 No. =12 Marks (Each Project value min: 10 million and above	12
	B. No. of similar projects in private sector organizations including donor organizations. (Attach client satisfaction certificate or completion certificate.) 1 No. =3 Marks. 2 No. =6 Marks. 3 No. =9 Marks 4 No. =12 Marks (Each Project value min: 10 million and above	12
2	Technical/qualitative Evaluation Marking by Technical Committee members upon sample inspection: A = 27 marks and above B = 24 marks C = 21 marks Note: Technical/qualitive evaluation below 21 marks will be disqualified.	30

3	Trade Mark for locally manufactured equipment/items = 10 marks	10
4	FINANCIAL CAPABILITIES Available Bank Balance statement of the year 1st January 2024 to 31st December 2024: 03 million = 2 marks 06 million = 4 marks 09 million = 6 marks 12 million = 08 marks 15 million and above = 10 marks	10
5	Human Resource (Technical experts) (Documentary proof to be provided) = 05 marks Establishment (workshop/warehouse) (Documentary and pictorial proof to be provided) = 05 marks	10
6	Audit Reports last three (03) financial years (2021 to 2024). 01 year = 02 marks 02 years = 04 marks 03 years = 06 marks The audit reports should be duly vetted by the relevant audit firms/charted accountant firm wherein the income tax and turn overs shall correspond to each other.	6
7	Annual turnover last three (03) financial years (2021 to 2024):- 30 Million = 2 Marks. 35 Million = 4 Marks. 40 Million = 6 Marks. 45 Million = 8 Marks 50 Million =10 Marks	10
Total		100

Note: The qualifying marks in technical proposal shall be 70% of the technical score out of 100. The firm obtaining **minimum 70 marks** shall qualify for opening of financial proposal if it is found technically responsive.

Evaluation:

- i. Selection will be on the basis of weightage in both the technical plus financial portions of the bid. Contract to be awarded to the best evaluated bidder as per KP-PPRA Rules 2014. 70% (Technical) 30% (Financial).

- ii. All the bids shall include relevant taxes on supply of goods both federal and provincial.

Note: The interested bidders should bring sample along with the technical proposal.

Successful bidder/firm/authorized dealers/manufacture shall be required to drop the goods at the district specified as mentioned in agreement.

SECTION VI

SAMPLE FORMS

BID FORM AND PRICE SCHEDULES
BID SECURITY FORM
CONTRACT FORM
PERFORMANCE SECURITY FORM
BANK GUARANTEE FOR ADVANCE PAYMENT
INTEGRITY PACT
AFFIDAVIT

BID FORM AND PRICE SCHEDULES

Date: _____ IFB No: _____

To: Provincial Council for Rehabilitation of Disabled Persons (PCRD) Directorate of Social Welfare, Special Education and Women Empowerment Khyber Pakhtunkhwa

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ Percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring entity.

We agree to abide by this Bid for a period of **[number]** days from the date fixed for Bid opening under Clause 25 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity

(if none, state "none")

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

Dated this day of 20 .

(signature)

(in the capacity of)

PRICE SCHEDULE IN PAK. RUPEES

Name of Bidder Firm/Authorized dealers/Manufacturer_____

IFB Number_____ Page of_____

Sr. No.	Category/ Package	Rates offered shall be as per specification of BSD	Price per unit (goods) (Inclusive of all taxes i.e., Federal and Provincial)	Price per unit × (Number of goods/items)	Total Amount in PKR
1.	Sewing Machine				

Signature of Bidder _____

Note:

- i. In case of discrepancy between unit price and total, the unit price shall prevail.
- ii. Prices must be quoted on the letter head of concerned firm/authorized dealers/manufacturer.

Signature and seal

BID SECURITY FORM

Whereas [name of the Bidder/firm etc] (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (here in after called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of __20__.

THE CONDITIONS of this obligation are:

- i. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of bid validity:
- iii. fails or refuses to execute the Contract Form, if required; or
- iv. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

CONTRACT FORM

THIS AGREEMENT is made and agreed today on Day, Month, 2024 between **Chairman Purchase Committee, PCRDP, Government of Khyber Pakhtunkhwa** (hereinafter referred to as the Procuring Entity or the first party and **M/S FIRM NAME**, Peshawar (hereinafter referred to as the Bidder or the second party) that:

1. The approved prices of all individual items (mentioned above) quoted in the financial bids shall remain valid till and up to Day Month, 2024
2. During the period of the contract, M/S FIRM NAME will be bound to deliver the items of the approved quality from time to time at the approved rates within specified date, time and place of delivery at receipt of work Order. In case of failure, reserve the right to impose the penalty @ 0.5 % per day of the contract value and may terminate the contract on late delivery and or on providing poor services.
3. M/S FIRM NAME will **NOT claim** or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
4. The Unit Cost agreed in the Price Schedule as quoted by bidder in the financial bid, is inclusive of installation, testing, commissioning, all applicable taxes and costs associated with transportation and other agreed incidental costs.
5. As mentioned in Special Conditions of Framework Contract, the bid security of Rs.----/- from the service provider at the time of LOA (Letter of Acceptance) in the shape of call deposit, submission under GCC Clause 7 and SSC Clause 03, shall be retained by the Procuring Entity as Performance Security till the end of framework contract period and will be released back to supplier in response to applying for the same by him to the Procuring Entity after successful completion of all the contractual obligations of this framework contract agreement and the SBDs.
6. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Bidder to the Procuring Entity immediately after complete supply. The Bidder shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.
7. The payment will be made by client within one month of the completion of the supply/inspection, however in case of non-availability of budget the institution will make payment after releasing of budget from the competent authority.
8. In case of the situation related to Force Majeure, the Bidder shall inform the Procuring Entity in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Entity for the grant of extension in the supply period. The extension shall be the option of procuring entity.
9. **Chairman Purchase Committee, PCRDP** , Government of Khyber Pakhtunkhwa as the case may be, and the M/S FRIM NAME shall make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract/supplies. However, despite such negotiation if the client

and M/S FIRM NAME have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary to The Government of Khyber Pakhtunkhwa Department of Social Welfare for decision and shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

10. The Procuring Entity may at any time terminate the Contract by giving written notice of one month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Bidder, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

11. In case M/S FIRM NAME repudiates the contract or fails to furnish performance and as the case may be the Procuring Entity shall proceed for debarment or blacklisting of the bidder and call deposit/ bank Guarantee of the firm will be forfeited.

PROCURING ENTITY FIRM/AUTHORIZED DEALER/MANUFACTURER

NAME

NAME

Designation:

Designation:

CNIC No.

CNIC No.

Address:

Address:

WITNESS 1

WITNESS 2

NAME

NAME

Designation:

Designation:

CNIC No.

CNIC No.

Address:

Address:

PERFORMANCE SECURITY FORM

To: [name of Procuring entity]

WHEREAS [name of firm/authorize dealers/manufacture] (hereinafter called “the Supplier/Firm/Authorize dealers/Manufacturer”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated 20 to supply *[description of goods]*(hereinafter called “the Contract”).

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY

(to be furnished on non- judicial stamp paper of appropriate value) Procuring Officer

Procuring entity and its address

M/s___ through their agent (hereinafter called the Firm/Authorize dealers/Manufacturer) are submitting their offer against your tender enquiry No _ for due on _____ and have requested us to issue a bank guarantee for_____in your favor as bid security to ensure their compliance with conditions of the tender.

- i. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.
- ii. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.
- iii. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders are awarded a contract for supply of goods as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.
- iv. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

Our liability hereunder is limited to NAME OF THE BANK _____

WITH ADDRESS _____

AUTHORISED OFFICER OF THE Bank _____

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. __Dated__ Contract Value: [To be filled in at the time of signing of Contract]

Contract Title: _____

[name of Firm/Authorize dealers/Manufacturer] 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 Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Firm/Authorize dealers/Manufacturer] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Firm/Authorize dealers/Manufacturer] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [Firm/Authorize dealers/Manufacturer] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer: _____ Signature & Seal _____

Name of Seller/Supplier _____ Signature & Seal _____

AFFIDAVIT

I/We, the undersigned solemnly state that:

1. We have read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The undersigned are also eligible Bidders within the meaning of Clause 2 “ELIGIBLE BIDDERS” of the Bid Solicitation Documents.
4. The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
5. The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6. We undertaking in their technical bids that the requisite bid security Rs.-----/- is included in their Financial Bid.
7. The undersigned are not blacklisted or facing debarment from any Government, or its organization or project, all the information provided is valid and updated.
8. The undersigned has no dispute anywhere in the province regarding supplies.
9. That the bidder has not withheld any information what so ever and provided information is correct and up to date, in case any such information arises later/ found by Procuring entity which may ultimately lead to disqualification, will be acceptable at any stage.
10. We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed _____

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.