BIDDING DOCUMENTS

(PROCUREMENT OF SCHOOL BAGS)

PUNJAB DAANISH SCHOOLS & CENTERS OF EXCELLENCE AUTHORITY

1. INVITATION TO BID

E-bids are invited from all manufacturer, distributors, suppliers or sellers of school bags in Pakistan, registered with Sales Tax and Income Tax Departments, under Punjab Procurement Rules 2014 under framework contract.

Lot No.	Types of Goods	Estimated Amount (Mn)	2% Bid Security (Rs) (in the form of CDR / DD)
1	School Bags	10.653	213,060

The bid documents are immediately available at the PPRA website **www.ppra.punjab.gov.pk**, **EPADS** portal **www. punjab.eprocure.gov.pk** and PDS & CEA website **www.daanishschools.edu.pk** free of cost for participation in tender.

The intending bidders shall submit their profiles including technical and financial bids **online through EPADS portal** and hard copy of technical bid only along with original instrument of above mentioned bid security amount in favor of **"PDS-CEA SECURITY DEPOSIT A/C"** will also be submitted in Committee Room of Punjab Daanish Schools & Centers of Excellence Authority, Lahore before **11:00 AM on Tuesday 30 October, 2024**.

Technical bids will be opened on the same day at **11:30 AM** through **EPADS**.

The participation in bid process through **EPADS portal** is compulsory for all bidders and submission of hard copies only shall not be accepted in compliance to the policy of the Govt. of the Punjab and PPRA.

Punjab Daanish Schools & Centers of Excellence Authority
Japanese Cell, Building Research Station, Canal Bank Road,
Near Punjab University New Campus, Lahore.
po.authority@daanishschools.edu.pk, 042-99232095

SCAN ME

TABLE OF CONTENTS

1. INVITATION TO BID 1
2 INSTRUCTIONS TO BIDDERS (ITB) 3
2.1 Important Note: 3
2.2 Bidding Details 3
3 TERMS AND CONDITIONS OF THE TENDER 5
3.1 Definitions 5
3.2 Tender Scope 5
3.3 Sizes 6
3.4 Design, Pattern, Shape 6
3.5 Tender Cost 6
3.6 Preparation / Submission of Tender 6
3.7 Amendment of the Tender Document 6
3.8 Tender Price 6
3.9 Bid Security 6
3.10 Tender Validity 7
3.11 Provision of Samples 7
3.12 Tender Eligibility / Technical Evaluation Criteria (Compulsory Parameters) 7
3.13 Determination of Responsiveness of the Bid (Tender) 7
3.14 Marking Criteria (Passing Marks: 60) 8
3.15 Performance Guarantee 8
3.16 Acceptance Letter and Singing of the Contract 8
3.17 Redressal of grievances by the procuring agency 8
4 CONTRACT AGREEMENT 9
5 CONDITIONS OF CONTRACT 10
5.1 Contract 10
5.2 Contract Duration 10
5.3 Standards 10
5.4 Delivery 10
5.5 Satisfactory Receiving Report 10
5.6 Payment 10
5.7 Price 10
5.8 Contract Amendment 11
5.9 Assignment / Subcontract 11
5.10 Extensions in time for performance of obligations under the Contract 11
5.11 Liquidated Damages 11
5.12 Blacklisting 11
5.13 Termination for Default / Insolvency 11
5.14 Force Majeure 12
5.15 Dispute Resolution through Mediation and Arbitration 12
5.16 Penalty 12
5.17 Warranty 12
6 ANNEXURES 13

2 INSTRUCTIONS TO BIDDERS (ITB)

2.1 Important Note:

2.1.1 The procurement shall be under a framework contract between the Head Office and the successful bidder. The Principals of the 16x Daanish Schools located at Rahim Yar Khan, Hasilpur (Bahawalpur), Chishtian (Bahawalnagar), Piplaan (Mianwali), Jand (Attock), Dera Ghazi Khan, Fazilpur (Rajanpur) and Mailsi (Vehari) will issue the purchase orders separately as per authorization of Head Office and will make the payments on receipt of the Goods in proper order. The contractor will deliver the Goods at the Schools.

2.1.2 Intended bidders shall apply for tender online through **EPADS portal www.eprocure.gov.pk.** Hard copies of the technical and financial bids will also be submitted before the closing time of tender. Submission of hard copies only will not be accepted in compliance with policy of the Govt. of the Punjab and PPRA.

2.1.3 Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents may be rejected at the initial stage itself. The valid documentary evidences as detailed hereinafter should be submitted by the Bidder for preliminary and detailed examination.

2.1.4 The financial bids found technically non-responsive shall be returned un-opened to the respective bidders as under:

2.1.3.1 If technically disqualified bidder states that he is agreed with the decision of the purchaser and he is not filing any grievance against the decision.

2.1.3.2 If the bidder files grievance petition and the same is rejected by the grievance redressal committee.

2.1.3.3 The time for filing the grievance has lapsed.

2.1.3.4 The contract has been signed by the purchaser with the lowest evaluated bidder.

2.1.5 The lowest evaluated bidder shall be awarded the contract.

2.2 Bidding Details

2.2.1 All bids must be accompanied by Bid Security, mentioned in advertisement, in the form of CDR/Demand Draft in favor of **"PDS-CEA SECURITY DEPOSIT A/C"**. The completed bids must be delivered into the Tender Box placed in the Conference Room of PDS & CE Authority Lahore.

2.2.2 In case the date of pre-bid meeting and / or the last date of bid submission/opening falls in/within the official holidays, the date for pre-bid meeting and/or submission/opening of the bids shall be the next working day.

2.2.3 The bidder shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **Clause** regarding **"Determination of Responsiveness of Bid"** for making their bids substantially responsive to the requirements of the Bidding Documents.

2.2.4 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be

entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

2.2.5 The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/ cost quoted in the Bid to cover all obligations under this Bid Process.

2.2.6 It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

2.2.7 The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser under this contract.

2.2.8 All sorts of notices either to or from the purchaser and the bidder / contractor for any purpose shall be in writing. The same shall be issued within reasonable time either through email or by registered post / courier.

2.2.9 Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

2.2.10 The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

3 TERMS AND CONDITIONS OF THE TENDER

3.1 Definitions

3.1.1 "Authorized Representative" means any representative appointed, from time to time, by the Purchaser and the Bidder/ Contractor in proper manner.

3.1.2 “Bidder/ Tenderer” means the interested Firm/ Company that may provide or provides related goods / services to any of the public/ private sector organization under the contract and have registered for the relevant business thereof.

3.1.3 "Commencement Date of the Contract" means the date on which the signature of both purchaser and the contractor are affixed to the written contract.

3.1.4 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

3.1.5 "Contractor/ Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.

3.1.6 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.1.7 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.1.8 "Purchaser" means the Punjab Daanish Schools & Centers of Excellence Authority Lahore or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract including Principals of the Daanish Schools.

3.1.9 "Services" means “labor and transportation” services which the Contractor is required to provide the Purchaser under the Contract.

3.1.10 “Goods " means School Bags (Boys & Girls).

3.1.11 “Manufacturer” means manufacturer of School Bags (Boys & Girls).

3.1.12 “Seller” means a person having proper sale point / warehouse of School Bags (Boys & Girls) in some main market of a city.

3.1.13 “Supplier” means supplier of School Bags (Boys & Girls).

3.2 Tender Scope

3.2.1 Successful bidder is required to provide the goods at Schools as under: -

Single Lot (School Bags)

Sr #	Name of School	School Bags
1	DS RYK (Boys)	500
2	DS RYK (Girls)	450
3	DS HSP (Boys)	350
4	DS HSP (Girls)	350
5	DS CTN (Boys)	500
6	DS CTN (Girls)	500
7	DS MNW (Boys)	350
8	DS MNW (Girls)	500
9	DS ATK (Boys)	500
10	DS ATK (Girls)	350
11	DS DGK (Boys)	350
12	DS DGK (Girls)	400
13	DS RJN (Boys)	400

14	DS RJN (Girls)	400
15	DS MLS (Boys)	400
16	DS MLS (Girls)	400
Total Quantity		**6,700**

Detailed Specifications of School Bags (Boys & Girls) are as per **Annexure-B** of the bid documents**.**

3.3 Sizes

Given in detailed specifications.

3.4 Design, Pattern, Shape

The necessary design, pattern and shape is explained in detail specifications. The similar information is available in the procurement office of the Authority.

3.5 Tender Cost

The Tenderer shall bear all costs/ expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible/ liable for those costs/ expenses.

3.6 Preparation / Submission of Tender

3.6.1 **Technical Proposal will comprise the following**:

- 3.6.1.1 Covering letter on letter head of bidder duly signed and stamped as per **Annexure-A**.
- 3.6.1.2 List giving the detail of owner(s), director(s) and representative(s) along with a copy of their attested ID card(s).
- 3.6.1.3 Certificate of Registration/ Incorporation under the laws of Pakistan
- 3.6.1.4 Valid Registration Certificate for Income Tax & Sales Tax Department(s).
- 3.6.1.5 Bank statements / financial statements.
- 3.6.1.6 Work orders / Sale receipts.
- 3.6.1.7 Specifications of the goods to be supplied as per **Annexure-B**.
- 3.6.1.8 Original Instrument of Bid Security.

Note-1: Technical proposal should not contain any mention of prices.

Note-2: One sample as per defined specifications must be submitted with technical bid along with necessary lab test.

3.6.2 **Financial Proposals shall comprise the following:**

- 3.6.2.1 Price Schedule as per **Annexure-C.**
- 3.6.2.2 Shall be uploaded on EPADS with sign & stamp.

Note 1: No need to submission of financial bid in hard form.

3.7 Amendment of the Tender Document

3.7.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

3.7.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

3.8 Tender Price

The quoted price shall be best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation; in Pak Rupees; inclusive of all taxes, duties, levies, insurance, freight, transportation etc.

3.9 Bid Security

The Tenderer shall furnish the Bid Security as under:

3.9.1 Original shall be included in the envelope of sealed financial proposal, photocopy shall be included in the sealed technical proposal.

3.9.2 Having a minimum validity period of ninety days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;

3.9.3 The bid security shall be returned to the technically disqualified Bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful Bidder on furnishing the Performance Guarantee.

3.10 Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended.

3.11 Provision of Samples

3.11.1 Bidders are required to provide such number of samples as may be determined by the Purchaser. Samples provided must confirm the detailed specifications. Necessary laboratory tests will accompany the samples.

3.11.2 All the bidders shall provide the sample of goods (Tracksuits & Sportwear) along with necessary lab tests for demonstration at the time of submission of bid before the Purchase Committee.

3.11.3 Necessary lab tests if required can be conducted at the cost of the bidders / contractors from the institutions/organizations recommended by the Purchaser.

3.12 Tender Eligibility / Technical Evaluation Criteria (Compulsory Parameters)

Each bidder shall be technically evaluated on following compulsory parameters: -

3.12.1 Is Registered/ Incorporated under the laws of Pakistan (at least three (3) years older).

3.12.2 Has valid National Tax Number (NTN) and Registered for Sales Tax purposes (at least three (3) years older).

3.12.3 Has Business experience in required goods (School Bags) of at least three (3) years (work orders and sales receipts are required as evidence).

3.12.4 Whose quoted goods and samples provided meet the given detailed specifications (One sample of each along with Lab test reports from credible lab).

Note: Verifiable documentary proof for all above requirements is mandatory. Provisions of false information may lead to disqualification of bidder.

3.13 Determination of Responsiveness of the Bid (Tender)

The Purchaser shall determine the substantial responsiveness of the bidder. A substantially responsive Tender is one which:

3.13.1 Meets the eligibility / qualification criteria given in this tender document;

3.13.2 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation. (A material deviation or reservation is one which affects the scope, quality of goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract).

Note-1: The Tender determined as not substantially responsive may not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. The same shall be rejected being non-responsive.

Note-2: The responsive bidders will be considered for award of marks as per Marking Criteria.

3.14 Marking Criteria (Passing Marks: 60)

Sr No	Name of Bidder	Experience			Bank Statement	Human Resources	Financial Strength & Taxation		Marks
		10	25	25	10	10	10	10	100
		Year of establishment. 3 marks for first 3 years, otherwise proportionate accordingly.	1 mark for sale of School Bags of Rs. 2 lacs during last year (July-23 to June-24 and onward).	1 mark for sale of School Bags of Rs. 4 lacs during last 3 years (July-21 to June-24 and onward).	1 Mark for 1 million closing Bank Balance on 30 September, 2024.	1 Mark for every 2 relevant staff (List on original letter head)	5 marks for account maintenance certificate of last 3 years (July-21 to June-24). 5 marks for audited reports of last 3 years.	1 mark of deposit of taxes (IT & ST) amounting to Rs. 50,000 in last 3 years (July-21 to June-24).	Total Marks Secured
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1									
2									
3									

Passing Marks: 60

3.15 Performance Guarantee

The successful bidder shall furnish Performance Guarantee as under:

3.15.1 Within ten (10) working days of the receipt of acceptance letter from the purchaser.

3.15.2 In the form of a CDR / Demand Draft issued by a scheduled bank operating in Pakistan;

3.15.3 For a sum equivalent to 10% (Ten Percent) of the contract value, in Pak Rupees.

3.15.4 Performance guarantee will be released to contractor on the successful completion of the warrantee period.

3.15.5 The proceeds of the Performance Guarantee may be payable to the Purchaser, on occurrence of any/ all of the following conditions:

3.15.5.1 If the contractor commits a default under the Contract;

3.15.5.2 If the contractor fails to fulfill any of the obligations under the Contract;

3.15.5.3 If the contractor violates any of the terms and conditions of the Contract.

3.16 Acceptance Letter and Singing of the Contract

The lowest evaluated bidder shall be issued the acceptance letter after the announcement of Evaluation Report. However, formal contract will be signed after at least 10 days of the announcement of the Evaluation Report.

3.17 Redressal of grievances by the procuring agency

The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract. Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

4 CONTRACT AGREEMENT

This CONTRACT AGREEMENT (this "Contract") made as of the **[day]** of **[month]**, **[year]**, between **Punjab Daanish Schools & Centers of Excellence Authority** (the "Purchaser"), on the one part, and

[full legal name of Contractor & Address], on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor" for procurement of **School Bags (Boys & Girls).**

RECITALS

WHEREAS,

(a) The Purchaser has requested the Contractor to provide certain supply of Goods as described in Tender Document; and

(b) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Goods and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and remedying of damage therein.
3. The Bid Document, Technical and Financial Bids, Acceptance Letter & Award Notification and Work Order shall be deemed to form and be read and construed as part of this Contract

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **PDS & CE Authority:**		For **[full legal name of the Contractor]:**	
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
WITNESSES			
Signature	_____	Signature	_____
		CNIC	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____

5 CONDITIONS OF CONTRACT

5.1 Contract

Immediately on receipt of acceptance letter, the successful bidder shall arrange the Stamp Paper for signing of the contract provided in the tender documents. The bidder shall sign and date the Contract and return it to the Purchaser.

5.2 Contract Duration

The Contract duration shall be for current financial year ending on 30th June 2025, or until the completion of work.

5.3 Standards

The Goods supplied under this Contract shall conform to the authoritative latest industry standards.

5.3.1 Supplies may be compared with the samples provided by the Contractors.
5.3.2 Inspections of the manufacturing units can be undertaken at any time.
5.3.3 Laboratory tests, whenever applicable, may be conducted at the expense of the contractor.
5.3.4 Necessary certifications may be asked for and examined to conform to standards.

5.4 Delivery

5.4.1 The contractor shall deliver the Goods within **60 days** of the issuance of the purchase orders. However, with mutual agreement this period can be shortened.

5.4.2 However, in extra ordinary circumstances this period may be extended by the purchaser on his sole discretion upon a written request of contractor.

5.4.3 The Contractor shall provide the required Goods as is sufficient to prevent the damage or deterioration during storing and transit to their final destination as indicated in the Contract.

5.4.4 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Goods is completed.

5.4.5 The Contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery.

5.4.6 The Contractor shall ensure to get signed “Delivery Challan” from Purchaser Representative upon successful deliveries.

5.4.7 If the Contractor fails to provide any item within delivery time, 0.1 % penalty may be imposed for that particular item per day, upto the maximum of 10% of contract value.

5.5 Satisfactory Receiving Report

The Purchaser will issue Satisfactory Receiving Reports to the Contractor upon successful completion of delivery of goods and after due verification /checking/counting etc. of the goods keeping in view the nature of goods, which the Contractor is liable to provide in consideration of this Contract.

5.6 Payment

5.6.1 The Contractor shall provide sales tax invoice against the supplies.

5.6.2 The Contractor shall provide separate breakup of item wise goods in the invoice.

5.6.3 The Purchaser shall pay the amount verified to the contractor. Payment shall not be made in advance and against partial deliveries and until Satisfactory Receiving Report is issued by the Purchaser.

5.6.4 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

5.7 Price

The Contractor shall not charge prices for the Goods supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

5.8 Contract Amendment

5.8.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.

5.8.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

5.8.3 The Change shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

5.8.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

5.9 Assignment / Subcontract

5.9.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

5.9.2 The Contractor shall guarantee that any and all assignees/ subcontractors of the Contractor shall, for performance of any part/ whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the work under the contract.

5.10 Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

5.11 Liquidated Damages

If the Contractor fails to provide the required Goods as is sufficient to prevent the damage or deterioration of Goods during storing as indicated in the Contract, the Purchaser may either deduct the amount from the Contract Price or the contractor shall pay the purchaser the amount equal to the original cost of the damaged/lost Goods due to any reason e.g. Accident, rain, damage and theft etc.

5.12 Blacklisting

If the Contractor fails/ delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action/ remedy it may have, blacklist the Contractor.

5.13 Termination for Default / Insolvency

5.13.1 If the Contractor fails/ delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

5.13.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.13.3 Similarly, if the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

5.14 Force Majeure

5.14.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

5.14.2 The Contractor may not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

5.14.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform 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.

5.15 Dispute Resolution through Mediation and Arbitration

5.15.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

5.15.2 If, after thirty (30) working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution through arbitration by one or more arbitrators appointed by Secretary, School Education Department. The place for arbitration shall be Lahore. The award shall be final and binding on the parties.

5.16 Penalty

5.16.1 10% penalty will be imposed on each item if one or more deviation in given specifications observed.

5.16.2 If any specification of one item falls in rejected category as per given specification, the contractor will be responsible for replacement of the rejected item and the same shall have to be taken back from the school.

5.16.3 If the contractor fails to replace the rejected item, 10% performance guarantee of relevant item will be forfeiture for the first time.

5.16.4 If the contractor provided rejected items for 2nd time in replacement or another tender in PDS&CE Authority, 10% performance guarantee of relevant item will be forfeiture and contractor will be blacklisted in PDS&CE Authority for the period of one year.

5.17 Warranty

Contractor shall be responsible for warranty for a period of one (1) year from the date of delivery. Amount of Performance Guarantee will be issue after the successful completion of warranty period.

6 ANNEXURES

Annexure-A

To be submitted with technical proposal

FORMAT FOR COVERING LETTER
On Official Letterhead of the bidder

To;
The Manager Procurement
Punjab Daanish Schools & Centers of Excellence Authority
Lahore.

Subject: **Submission of Tender for School Bags (Single Lot)**

Dear Sir,

a) Having examined the tender document and Annexures we, the undersigned, in conformity with the said document, offer to provide the said goods and services on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.

b) We undertake, if our proposal is accepted, to provide the goods and services comprise in the contract within time frame specified, starting from the date of issuance of purchase order from the purchaser.

c) We agree to execute a contract in the form to be communicated by the Purchaser, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

d) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in biding.

e) We also declare that any of the Divisions / Departments of the Federal and Provincial Governments has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document.

f) It is further certified that none of the owner / director or representative in this firm / company is / are owner / director or representative of any other black listed firm / company.

g) It is certified and undertaken that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information/ documents.

_____
Authorized Signatures with Official Stamp

Annexure-B

Table of Specifications
To be submitted with technical proposal

Color	Dark Gray
Fabric	Canvas 9-10/3 x 9-10/3 (570 GSM) 9-10 (Acceptable) 8.5-<9 (Acceptable with penalty @ 10%) <8.5 (Rejected)
GSM	Standard 570 GSM >550 (Acceptable) 530-550 (Acceptable with penalty @ 10%) <530 (Rejected)
Weight Carrying Capacity	More than 8 Kg
Dimensions **(Rectangular Shape)**	Main Portion: 16" x 12" x 8" Front Pocket: 11" x 10" x 1.5"
Zipper Length	Main portion zip size 20" Front pocket zip size 10" (2.5" down from the top edge)
Zipper Size	Main Portion: Zip No. 10 (with two metal sliders) Front Pocket: Zip No. 5 (with one metal slider
Side Pockets	Two side pockets with elastic edge Base fabric foam mesh 160 GSM Black color Size: 7.5" x 8"
Name Card Holder	Transparent Sheet stitched with black strap Size: 4" x 3"
Straps	Polypropylene strap in Black Color Mass: 10-12 grams in 1 meter **For Main Portion:** Length: 42" (with adjustable buckle) Width: 32 mm Thickness: 1 mm **For Shoulder Back:** Padded with Canvas Length: 24" (with adjustable buckle) Width: 32 mm Thickness: 1 mm
Piping	PVC wire (black color) for shaping
Inner Joint Covering	Black color fabric of spun-bond (non-woven) 55 GSM
Buckles	Metallic, Bearing Capacity: 10-12 Kg
Sewing Thread	Double ply polyester thread
Stitching	6-8 stitches per inch All edges with double thread stitching
Logo	Embroidered Daanish Logo in circular form of 5" diameter in original colors at center of front pocket

Note:

Specifications and pictures may be read with each other. Pictures have been given as a reference. Purchase committee will have the right to select / choose the best design with given / improved / better specifications out of the samples provided by the bidders.

Dimensions of School Bags







Annexure-C

To be submitted with financial proposal

PRICE SCHEDULE
Single Lot (School Bags)

Sr. #	Item Name	Specifications	Quantity	Rate (including all taxes and charges) (Rs)	Amount (Rs)
1	School Bags	As per Annexure-B	6,700		
				Total Amount Rs	

Amount in words:

_____

_____

_____

_____
Authorized Signatures of bidder
with Official Stamp