BIDDING DOCUMENTS

PROCUREMENT OF DIETARY ITEMS

INVITATION TO BID

Sealed bids are invited for the procurement of dietary items (Eggs) during financial year (2022-2023), under Punjab Procurement Rules 2014, from experienced and financially sound business enterprises, registered with Income tax and sales tax as per government regulations with the status of active tax payer.

Name	Estimated Price-Rs.	1% Bid Security Rs. (In the form of CDR / DD / PO)
Eggs (Hen)- Fresh, weight not less than 50 gm	1,854,600	18,546

The intending bidders are advised to submit their profiles including **technical and financial bids** in separately sealed envelopes in a single package. Pre-Bid meeting in this regard will be held on **Friday 06 January, 2023 at 11:00 AM in the conference room of Daanish School (Boys) Fazilpur.**

Bid documents are immediately available and can also be purchased from School during office hours for Rs.500/- The bid documents are also available at the PPRA website www.ppra.punjab.gov.pk and PDS & CEA website www.daanishschools.edu.pk. Completed bids should reach by **Thursday 12 January, 2023 up to 11:00 AM** at School. Technical bids will be opened on the same day at **11:30 AM.**

PRINICPALS
DAANISH SCHOOL (BOYS & GIRLS) FAZILPUR, DISTRICT RAJANPUR

0604-690919-0604-690953

TABLE OF CONTENTS

Sr #	Contents	Page
1.	Invitation to bids	01
2.	Definitions	03
3.	Allocation of funds	03
4.	Quantity and Specification	03
5.	Bid Security	04
6.	Terms and Conditions	04
7.	Technical Inspection of Business	04
8.	Bidding Procedure	04
9.	Bid Validity	05
10.	Quality	05
11.	Demand/Delivery Period/Supply Procedure	05
12.	Penalties based on Non-Performance	06
13.	Payment	07
14.	Performance Guarantee	07
15.	Closing of Contract	07
16.	Dispute Resolution / Redressal of Grievances	07
17.	Acceptance / Rejection	07
18.	General Instructions	08
19.	Special Instructions	09
20.	Contract Agreement	10
21.	Documents Checklist	11
22.	Annex-A	12 - 19
23.	Annex-B	20-34
24.	Annex-C	35
25.	Annex-D	35

1. DEFINITIONS

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

b. “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.

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

d. "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.

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

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

g. "Business Enterprises" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

h. "Purchaser" means the Principals of the Daanish Schools (Boys & Girls) Fazilpur, Rajanpur

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

j. “Goods " means Dietary items

k. “Manufacturer” means manufacturer of Dietary Items.

l. “Seller” means a person having proper sale point at some main market of a city.

m. “Supplier” means supplier of Dietary item (Eggs).

2. ALLOCATION OF FUNDS

Punjab Daanish Schools and Centers of Excellence Authority has allocated funds to the Daanish Schools (Boys &Girls) Fazilpur, Rajanpur for the procurement of Dietary item (Eggs) during the financial year 2022-2023.

3. QUANTITY AND SPECIFICATION

Dietary item (Eggs) are grouped in different lots. Estimated Quantity, price and specification of each item in each lot, required during the contract period are mentioned, in the **“LIST OF ITEMS”** at **Annex-A**. The items will be delivered / off loaded at the Schools store-rooms.

The bids should be given lot wise inclusive of all taxes/duties/charges/packing/freight charges. The bid should be submitted on the prescribed **“BID FORM** “at **Annex-B**.

4. BID SECURITY

Technical Proposal must be accompanied with Bid Security in the form of original CDR / DD / PO in the favor of "Daanish School Boys Fazilpur Security Deposit Account" Amount of bid security for each lot is mentioned in the **"LIST OF ITEMS"** at **Annex-A**.

5. TERMS AND CONDITIONS

Any offer not in line with the instructions, terms & conditions of the bidding document will be rejected. No offer shall be considered if:-

a. Received without Bid Security equal to the amount mentioned for each lot in the Lot wise List of Items, in the form of CDR /DD / PO in favor of "Daanish School Boys, Fazilpur Security Deposit Account".

b. Received after fixed date and time.

c. Any page of bidding document is unsigned and unstamped by the owner or authorized representative of the owner.

d. Purchase receipt of bid document is not enclosed in technical proposal.

e. The offer is ambiguous, conditional.

f. The offer is from a blacklisted firm/ suspended by the Government.

g. The offer received is of a shorter validity than required in the tender enquiry.

h. The offer is for items not conforming of specifications indicated in the bidding documents.

i. Offer of any item within the lot is missing.

6. TECHNICAL INSPECTION OF BUSINESS

School may verify the ownership of business and shall inspect / verify the experience. In case of incongruity of experience, non-ownership of business, the firm may be technically disqualified and may not be eligible to participate in financial bidding, in such a case the financial bid will be returned unopened to the bidder.

7. BIDDING PROCEDURE

a. All bidders must submit their bids lot wise in accordance with **"Single Stage-Two Envelope Procedure"** of Punjab Procurement Rules 2014 vide clause 38(2), detail as under: -

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as **"FINANCIAL PROPOSAL"** and **"TECHNICALPROPOSAL"**;

(iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as

b. "Financial Proposal" shall be retained unopened in the custody of the procuring agency.

(i) the procuring agency shall evaluate the technical proposal as per criteria

mentioned in "**Technical Evaluation Sheet** "at **Annex-C**, withoutreference to the price and shall reject any proposal which does not conform to the specified requirements;

(ii) during the technical evaluation no amendments in the technical proposal shall be permitted;

(iii) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, public ally at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period

(iv) the financial bids found technically non- responsive shall be returned un-opened to the respective bidders; and

(v) the lot wise lowest evaluated bid shall be accepted;

(vi) Procuring agency reserves the right to reject all bids in accordance with Punjab Procurement Rules - 2014.

8. BID VALIDITY

Bid will be valid for 60 days from biding date.

9. QUALITY

The bidders will bring sample of non-perishable items / dry ration strictly according to item's specifications. The selected samples of successful bidder/s may be sent if deemed appropriate for laboratory examination to confirm the required specifications. All the laboratory test charges will be paid by the successful bidder/s.

During the contract period, if deemed necessary the selected samples from the consignments of non-perishable items / dry ration may be examined randomly from laboratory. Expenditures incurred on all laboratory tests will be borne / paid by contractor.
Each consignment of perishable items will be examined by the School inspection committee. In case of any difference in the quality of items as per prescribed specifications / quality standards, the consignment will be returned, and contractor will provide the items as per specifications within given time, on the cost, borne by contractor.

10. DEMAND / DELIVERY PERIOD / SUPPLY PROCEDURE

Successful bidder/s will have to supply the items of the respective lot/s as per time / quantity given in purchase orders, during the contract period. Purchase order /demand of non-perishable / dry items will be issued to the contractor who will be bound to supply items within 10 days.

Demand of perishable / fresh items may be given on weekly basis. Demand of different variety of fruits and vegetables will be according to the season or months of availability as per mentioned in the Items List.
Failing which will render contractor(s) liable to be proceeded against as per terms and conditions of bidding document / agreement.

11. PENALTIES BASED ON NON-PERFORMANCE

a. Delayed Supply

i. In case of delayed supply of non-perishable / dry item(s) or consignment the contactor shall be charged penalty at the rate of 1 % for each day at the bid price of that particular item or consignment.

ii. In case of delayed supply of perishable item(s) or consignment the contactor shall be charged penalty at the rate of 2 % of that day at the bid price of that particular item or consignment.

b. Non-supply

i. In case the contractor fails to supply the non-perishable / dry items within 20 days after issuance of purchase order, the failure will be considered as non-supply instead of delayed supply and the contractor shall be liable to be charged penalty at the rate of 5 % of the price of thatparticular item or consignment.

ii. In case the contractor fails to supply the perishable items consistently three times after issue of purchase order the failure will be considered as non-supply instead of delayed supply and the contractor shall be liable shall be charged penalty at the rate of 5 % of the price of particular item or consignment.

c. Risk and Cost

i. In case the contractor fails to supply the perishable or non-perishable items within given time, the School may fulfill the requirement by purchasing the items from open market on itself at market rate. In such a case the difference of cost in bid price and market rate will be deducted from monthly payment of the contractor in addition to penalty at the rate of 1 % and 2 % as applicable of price of that item or consignment.

ii. In case of any difference in the quality of items supplied as per prescribed specifications / quality standards, the consignment will be returned, and contractor will provide the items as per specifications within given time, on the cost, borne by contractor.

iii. In case the contractor fails to supply the perishable or non-perishable items as per prescribed specifications / quality standards within given time, the School will fulfill the requirement by purchasing the items from open market on itself. In such a case the difference of cost in bid price and market rate will be deducted from monthly payment of the contractorin addition to penalty at the rate of 1 % and 2 % as applicable of price of that item or consignment.

d. Forfeiture of performance Guarantee and Blacklisting

i. Frequent failures, both delayed supplies and non-supplies, will be considered as non-performance resulting in forfeiture of performance guarantee and termination of contract leading to the black listing. In suchan eventuality, purchaser shall have right to offer the contract to the second lowest evaluated bidder at his bid price provided mutually agreed by both parties with the approval of school purchase committee.

e. Grant of Waiver in Penalties and forfeiture of performance guarantee

i. Delayed supply or non-supply leading to nonperformance due to sudden increase in market prices because of unpredictable market factors, inflation and exchange rate will be evaluated by Purchase Committee before termination of contract and forfeiture of performance guarantee.

Relief in forfeiture of performance guarantee may be granted by school purchase committee with the approval of head office provided increase in market prices of the selected items / lots is verified.

12. PAYMENT

The payment will be made on fortnightly basis through cross cheque after fulfillment of necessary formalities and deduction of all types of charges / taxes / penalties etc.

13. PERFORMANCE GUARANTEE

The successful bidders will have to deposit performance guarantee of 3% of contract price. Performance guarantee shall be returned after successful completion of supplies / contract i.e. fulfillment of all terms and conditions of the bid and the contract.In case of any breach, or failure to fulfill any of the terms and condition of the tender and /or of contract, the performance guarantee shall be forfeited.

14A. **EXTENSION OF CONTRACT**

Head Office PDS&CEA, reserves the right to extend the contract for a period of three to six months on satisfactory performance by the contractors.

14. CLOSING OF CONTRACT

Except for defect liability by the contractor, as specified in the conditions of contract, performance of the contract shall be deemed close on settlement of accounts. Disputes if any shall be resolved through dispute resolution mechanism provided in the contract.

In case of any non-payment of defect liability by the contractor the amount may be settled from the performance guarantee deposited by contractor.

15. DISPUTE RESOLUTION / REDRESSAL OF GRIEVANCE

In case of any grievance on the decision given by the purchase committee, Deputy Commissioner / Chairman Governing Body Daanish Schools will be the Sole Arbitrator and his decision will be binding on both the parties to this agreement as well as his decision cannot be challenged in any court of Law.

16. ACCEPTANCE / REJECTION

Principals Daanish Schools (Boys and Girls) reserves the right to accept and reject any or all bids at any time prior to the acceptance of a bid.

The procuring agency reserves the right to purchase full or part of the dietary items or ignore/scrap/cancel the tender in the light of Punjab Procurement Rules, 2014.

GENERAL INSTRUCTIONS

1. Bidders shall bid the rates lot wise. Rate of each item within the lot should be given. In case of missing rate of any item in the lot, that bid will be rejected. Bidder may bid rates in one or more lots. Rates quoted shall be in terms of units specified. Bids willbe evaluated lot wise.

2. Bidders shall give evidences of their business /firm/warehouses/god owns/ Registrations/ licenses/ experience/ Tax detail / bank statements with complete relevant / valid documents attached.

3. The bidders should specifically indicate their rates. Any erasing/cutting/crossing etc. appearing in the offer must be properly signed by the persons signing the tender. Offer with any overwriting shall in no circumstances be accepted.

4. Contractors shall provide the items of equivalent brand for which the brands are mentioned. In case of difference of opinion on equivalence of brand, the decision of the purchase committee will be considered final binding for all.

5. No packed item having expiry date with remaining expiry time less than 50 % of total useable time will be accepted. Whereas, Bread will be accepted fresh.

6. Daanish Schools reserves the right to reject all bids in accordance with the Punjab Procurement Rules - 2014.

7. Bidders shall submit complete details of their firm, offices, and workplaces, Staff along with postal address, Phones/Fax numbers, E-mail and Website information.

8. In case “Similar” items offered are at variance with the specification given in the bidding document, the bidders must clearly identify variations in their offers. Items offered of a specification superior to the one specified in the bidding documents shall however, be acceptable. In case of difference of opinion on equivalence of brand, thedecision of the purchase committee will be considered final binding for all.

9. Payment of Eggs will be made as per weight.
10. Any other information/ details required, in this connection, may be acquired from the Admin Office, Daanish Schools on any working day during office hours.

SPECIAL INSTRUCTIONS

1. Procurement process shall be conducted and completed under strict compliance of PPR -2014.
2. Procuring Agency, Daanish Schools (Boys and Girls) Fazilpur, Rajanpur will issue purchase / demand orders as per requirement during the period of contractor.
3. Contractor will ensure to observe utmost standards of hygiene and cleanliness of his operations, delivery procedure, items etc.
4. Contractor will only interact with nominated person / staff members of School. Interaction of contractor or his workers with students or irrelevant persons will beintolerable and may result in penalty or termination of contract and forfeiture of performance guarantee.
5. Contractor will settle all his personal disputes / litigations / conflicts at his own without involving procuring agency or its premises. Violation may result in termination of contract with forfeiture of performance guarantee.
6. If contractor will terminate the contract before its completion, performance guarantee will be forfeited.
7. Contractor will provide security / police clearance certificate of his own and his workers / representatives.
8. All taxes announced by tax authorities from time to time are applicable.

CONTRACT AGREEMENT

(On stamp paper value Rs 500)

This CONTRACT AGREEMENT (this "Contract") made as of the **[day]** of **[month]**, **[year]**, between

[Daanish Schools (Boys & Girls) Fazilpur, Rajanpur] (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 **[Items].**

RECITALS

WHEREAS,

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

(b) The Contractor, have represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such items 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 items and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisionsof the Contract, in consideration of the payments to be made by the Purchaser to theContractor.
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. Bid document, Technical and financial bids, Acceptance letter & award notification and work order and minutes of pre-bid meeting 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 Daanish Schools (Boys & Girls) Fazilpur]

Signature_____

Name_____

Designation_____

WITNESSES

Signature_____

CNIC_____

Name_____

Designation_____

For **[full legal name of the Contractor]**

Signature_____

Name _____

Designation _____

Signature_____

CNIC _____

Name _____

Designation _____

DOCUMENTS CHECKLIST

Documents as per following details should be attached with technical and financial proposals

1. TECHNICAL PROPOSAL

    a. Copy of valid CNIC attested by authorized person.
    b. Copy of NTN and Sales Tax Certificates
    c. Experience:
        i. Registration letter / certificate issued by respective authority, department, market committee, chamber of commerce, trade associations, SECP, company registrar.
        ii. Supply / sales evidences

    d. Registered with Tax Department/s: Declaration issued by Tax department, Registration with tax department / Tax Returns/ Tax paid / certificate of Active tax payer status

    e. Amount of Tax: Tax Returns

    f. Bank Account Maintenance: Certificate issued by bank that the account is being maintained since when and the title of account is what, last one year bank account statement.

    g. Complete business Profile printed on letter head with signature of proprietor and stamped

    h. Photocopy CDR / DD / PO as Bid Security

    i. Cover letter /Undertaking on Letter Head / Stamp Paper as per Annex-D.

    j. Original bid document purchased from School with each page signed and stamped.

    k. Original purchase receipt of bid document. Bidders who have down loaded from web sited have to attach bidding document price payment receipt issued from School.

2. FINANCIAL PROPOSAL

    a. Financial proposal on prescribed format attached at Annex-B having specification, estimated quantity and price, printed on letter head with signature of owner/ proprietor and stamped.

    b. Original of CDR / DD

Note: Document with valid signatures of proprietor / authorized representative will only be accepted.

ANNEX-A

DAANISH SCHOOLS (BOYS & GIRLS) Fazilpur, Rajanpur

LIST OF DIETARY ITEMS (TABLE OF QUANTITIES)

Lot Number 01 (Wheat Products)

Sr. No.	Items	Specification	Unit Kg/Ltr	Est. Qty	Remarks
1	Eggs (Hen)	Fresh, weight not less than 50 gm	No's	77,275	

ANNEX – B

PRINTED ON LETTER HEAD OF BIDDER WITH DETAIL ADDRESS AND CONTACT NUMBERS

BID FORM

(Financial Bid / Proposal)

QUOTED RATES

Below quoted rates are as per specifications mentioned in Bid Documents inclusive of all taxes/duties/charges/packing/freight /loading/unloading/lab testing with delivery of all items at Schools Stores.

Sr. No.	Items	Specification (As per list of Items	Unit Kg/Ltr/ No/Pack	Quoted Rates (Rs. Per Unit)	Total Qty (As per list of items)	Total Amount
1	Eggs (Hen)	Fresh, weight not less than 50 gm	No's		77,275	
					Total Amount	
					Bid Security	

Dated: _____

_____
Signature with Stamp

Annexure-C

Technical Evaluation Criteria

Sr #	Parameter of Technical Evaluation	Yes / No	Documents at Flag ____	Remarks
1	Registration Certificates of Income tax and Sales Tax			
2	At least 1 year of verifiable experience in sale / supply of similar items			
3	Active tax payer status in both income and sales tax			
4	Account Maintenance certificate issued by bank			
5	Undertaking on stamp paper for not to be blacklisted by any Govt. Department in last two years			

Date _____

Signature with Stamp

ANNEX – D

Format of covering letter / undertaking to be submitted with technical proposal

PRINTED ON LETTER HEAD OF BIDDER WITH DETAIL ADDRESS AND CONTACT NUMBERS

To

Daanish Schools (Boys & Girls) Fazilpur, Rajanpur

Subject: **Undertaking – Dietary Items**

Dear Sir / Madam,

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

b) I / We hereby categorically confirm that the items offered by me /us are exactly to the particulars and specification as laid down in the bidding documents in all respects.

c) I / We accept that if the required Bid Security is not furnished or our offer is found lacking in any of the requirement of tender notice/bidding documents, it may be ignored.

d) I / We undertake, if my / our proposal is accepted, to provide the items comprise in the contract within time frames /delivery period that will be specified in purchase orders issued during contract period.

e) I / We agree to execute a contract in the form to be communicated by the school, incorporating all agreements with such alterations or additions thereto as may be necessary toadapt such agreement to the circumstances of the standard.

f) I / 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.

g) I / 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.

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

i) I / We also hereby confirm that in case of declared successful bidder the items will be supplied as per tender specifications and in case of failure, the procuring agency reserves the rights to forfeit the performance guarantee including blacklisting the firm.

j) 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.

Date _____

Signature with Stamp