BIDDING DOCUMENTS

(PROCUREMENT OF SCHOOL FURNITURE)

PUNJAB DAANISH SCHOOLS & CENTERS OF EXCELLENCE AUTHORITY

1. INVITATION TO BID

Sealed bids are invited from all manufacturers, sellers and suppliers of school furniture registered with Sales Tax and Income Tax Departments, under Punjab Procurement Rules 2014 for Center of Excellence, Tandilianwala under Framework Contract.

Lot No.	Goods Type	Estimated Amount (Mn)	2% Bid Security (Rs) (in the form of CDR / DD)
1	School Furniture Items	25.749	514,985

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 will be held on Friday, 20th November, 2020 at 11.00 am.

The bid documents are immediately available and can also be purchased from PDS&CEA head office 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.

The completed bids should reach by Monday, 30th November, 2020 up to 11:00 am at Punjab Daanish Schools & Centers of Excellence Authority, Lahore. Technical bids will be opened on the same day at 11:30 am.

PDS&CEA reserves the right to reject all bids at any stage vide rule-35 of PPR-2014.

Manager Procurement
po.authority@daanishschools.edu.pk , 042-99232095-96

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 7
3.9 Bid Security 7
3.10 Tender Validity 7
3.11 Provision of Samples 7
3.12 Tender Eligibility / Qualification Criteria (Compulsory Parameters) 7
3.13 Determination of Responsiveness of the Bid (Tender) 7
3.14 Marking Criteria 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 Report 10
5.6 Payment 10
5.7 Price 10
5.8 Contract Amendment 10
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 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 PDS&CEA head office and the successful bidder. The contractor will deliver the Goods at Centers of Excellence School Tandilianwala.

2.1.2 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.

2.1.3 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.

2.1.4 The lowest evaluated bidder shall be awarded the contract.

2.2 Bidding Details

2.2.1 All bids must be accompanied by Bid Security in the form of CDR/Demand Draft in favor of **"PDS&CEA SECURITY A/C".** The completed bids must be delivered into the Tender Box placed in the Conference Room of Punjab Daanish Schools & Centers of Excellence Authority Office, 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 PDS&CEA.

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 Furniture Items.

3.1.11 “Manufacturer” means manufacturer of furniture items.

3.1.12 “Seller” means a person having proper sale point / warehouse of furniture items in some main market of a city.

3.1.13 “Supplier” means supplier of furniture items.

3.2 Tender Scope

3.2.1 Successful bidder is required to provide the following furniture items at School: -

Sr. #	Item Name	Demand
1	Book Shelf	10
2	Library Tables	6
3	Library Chairs	36
4	Newspaper reading desk	2
5	Science Labs Stool	200
6	Desk with Bench (1-5)	900
7	Desk with Bench (6-7)	360
8	Tablet Chairs (8-10)	540
9	Class Room Rostrum	50
10	Teacher's Chair	70
11	Teacher's Table	70
12	Notice Boards	10
13	White Boards	100
14	Green Boards	46
15	File Cabinets / Staffroom Locker	50

Sr. #	Item Name	Demand
16	Staff Room Table	8
17	Staff Room Chairs	48
18	Staff Room Visiting Chairs	10
19	Principal Office Table	1
20	Principal Office Chairs	1
21	Principal Visiting Chairs	6
22	Sofa Set (3+2+1)	2

3.2.2 Detailed Specifications of furniture items are as per **Annexure-B.**

3.3 Sizes

Sizes are given in detail specifications.

3.4 Design, Pattern, Shape

The necessary design, pattern and shape will be explained in the pre-bid meeting. The similar information is available in the procurement department.

3.5 Tender Cost

The bidder 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 shall comprise the following**:

- 3.6.1.1 Covering letter on bidder's letter head duly signed and stamped by owner / director / partner as per **Annexure-A** of bid document.
- 3.6.1.2 Nomination of authorized representative on letter head duly signed by the owner / director / partner.
- 3.6.1.3 List giving the detail of owner(s), director(s) and representative(s) along with a copy of their attested ID card(s).
- 3.6.1.4 Attested Partnership Deed, Memorandum and Articles of Association.
- 3.6.1.5 Certificate of Registration/ Incorporation under the laws of Pakistan.
- 3.6.1.6 Certificate of Firm / Company Registration / Incorporation under the laws of Pakistan (Registrar of firms / SECP)
- 3.6.1.7 Valid Registration Certificate for Income Tax & Sales Tax Department(s).
- 3.6.1.8 Bank statements / financial statements.
- 3.6.1.9 Work orders / Sale receipts.
- 3.6.1.10 Specifications of the goods to be supplied (as given at **Annexure-B**).
- 3.6.1.11 Photocopy of Bid Security.

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

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

- 3.6.2.1 Original Bid Security in the form of CDR / DD.
- 3.6.2.2 Price Schedule as per **Annexure-C.**

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 (90) 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 Necessary 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 / Qualification Criteria (Compulsory Parameters)

Eligible Bidder/ Tenderer is a Bidder/ Tenderer who:

3.12.1 Is Registered/ Incorporated under the laws of Pakistan;

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

3.12.3 Has Business experience in furniture items of at least three (3) years.

3.12.4 Whose quoted goods and samples provided meet the given detailed specifications.

Note: Verifiable documentary proof for all above requirements is mandatory. Provisions of false information may lead to disqualification of bidder. FTN holder should also be registered with sales tax department separately.

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

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 furniture items of Rs. 2 Lacs during last year and otherwise proportionate accordingly.	1 mark for sale of furniture items of Rs. 5 Lacs during last 3 years and otherwise proportionate accordingly.	1 Mark for 5 Lacs closing Bank Balance (upto Maximum 10 Marks)	1 Mark for every 2 relevant staff (up to maximum 10 marks)	5 marks for account maintenance certificate of last 3 years. 5 marks for audited reports of last 3 years.	1 mark of deposit of taxes amounting to Rs. 20,000 up to maximum 10 marks in last 3 years.	**Total Marks Secured**
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	**(h)**
1									
2									
3									

Passing Marks: 50

3.15 Performance Guarantee

The successful bidder shall furnish Performance Guarantee as under:

3.15.1 Within Seven (07) working days of the receipt of acceptance letter from the purchaser;

3.15.2 In the form of a CDR / Demand Draft in favor of **"PDS&CEA SECURITY A/C"** issued by a scheduled bank operating in Pakistan;

3.15.3 For a sum equivalent to 10% (Ten Percent) of the contract value;

3.15.4 In Pak Rupees;

3.15.5 Performance guarantee will be released to contractor on the successful completion of the warranty period.

3.15.6 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 to notified grievance committee.

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 furniture items.**

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&CEA, Lahore:**		For **[full legal name of the Contractor]:**	
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____

WITNESSES

Signature	_____	Signature	_____
CNIC	_____	CNIC	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____

5 CONDITIONS OF CONTRACT

5.1 Contract

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

5.2 Contract Duration

The Contract duration shall be for current year ending on 30 June, 2021 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 Inspections of the manufacturing units can be undertaken at any time.

5.3.2 Laboratory tests, whenever applicable, may be conducted at the expense of the contractor.

5.3.3 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.

5.5 Satisfactory Report

The Purchaser will issue Satisfactory 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 separate breakup of item wise goods in the invoice.

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

5.6.3 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.

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.

5.12 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 by arbitration by one or more arbitrators selected in accordance with mutual consultation. The place for arbitration shall be Lahore. The award shall be final and binding on the parties.

5.16 Price Reduction

In case the supplied goods are not found as per the given specifications during the inspection / laboratory tests, the purchaser will reserve the right of price reduction with the approval of purchase committee as deemed appropriate in the light of observed / reported deviation.

5.17 Warranty

Contractor shall be responsible for a warranty period of one year from the date of delivery.

6 ANNEXURES

Annexure-A

To be submitted with technical proposal

FORMAT FOR COVERING LETTER
On Official Letterhead of the bidder

To
Manager Procurement
PDS&CEA, Lahore

Sub: Submission of Tender for Furniture Items

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.

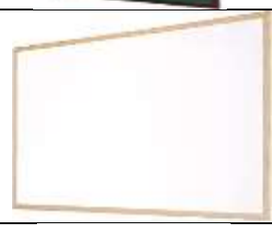
_____

Authorized Signatures with Official Stamp

Annexure-B

To be submitted with technical proposal

Sr. #	Item Name	Picture	Specifications
1	Book Shelf		Size: 72'x48'x12' Structure made of high-density chipboard pressed with shisham veneer on both sides. Shelf supports / footing made of solid shisham wood. Finished with N.C lacquer.
2	Library Tables		Size: 72" x 48" x 30" Structure made of 38mm x 38mm pipe frame of 18guage with silver powder coating finished. Top made of 16mm lamination board and edges thickness 32mm. All edges covered with sheesham wood.
3	Library Chairs		Structure made of sheesham wood. Seat and back upholster with best quality foam and fabric. Sprit polished
4	Newspaper reading desk		Structure made of high-density lamination board. Edging with solid seasoned shisham wood. Frame made of 25x25mm mild steel square pipe, finished with silver powder coating.
5	Science Labs Stool		Size: 315 x 315 x 660 mm (H) Structure made of 20 x 20 mm mild steel square pipe, finished with silver powder coating. Seat strips made of solid shisham wood, finished with N. C. lacquer.
6	Desk with Bench (1-5)		**3-Seater Desk Bench** **Desk Size:** Height 23", Width 48", Depth 14" **Bench Size:** Height 14", Back 23", Width 48", Depth 12". Outer frame made of Mild Steel pipe 38 x 20 mm 18-gauge, rail top bench back support and foot rest made of Mild Steel pipe 20 x 20 mm 18 gauge. MS steel structure finished with black powder coating. Upper top made of shisham 46.5"x14"x 0.75" with joint. Lacquer finish. Bench shisham wood strips 48" x 2" x 0.75" fixed with wood screws. Bench back made of two shisham wood strips 46.5" x 2" x 0.75".
7	Desk with Bench (6-7)		**3-Seater Desk Bench** **Desk Size:** Height 30", Width 48", Depth 14" **Bench Size:** Height 18", Back 30", Width 48", Depth 12". Outer frame made of Mild Steel pipe 38 x 20 mm 18-gauge, rail top bench back support and foot rest made of Mild Steel pipe 20 x 20 mm 18 gauge. MS steel structure finished with black powder coating. Upper top made of shisham 46.5"x14"x 0.75" with joint. Lacquer finish. Bench made of shisham wood strips

Sr. #	Item Name	Picture	Specifications
			46.5"x 2"x0.75" fixed with wood screws. Bench back made of two shisham wood strips 46.5" x 2" x 0.75".
8	Tablet Chairs (8-10)		**TABLET CHAIR** Structure made of 20 x 20 mm mild steel square pipe, finished with Silver Powder Coating. Seat / Back and Table made of solid seasoned shisham wood, finished with N.C. Lacquer.
9	Class Room Rostrum		Size: 620 x 550 x 1170 mm (H) Structure made of 25x25mm square pipe. Finished with silver powder coating. Top/Shelf made of high density chipboard pannel with shisham vaneer on both sides.
10	Teacher's Chair		Frame made of 20x20 mm mild steel square pipe, with one extra strengthening pipe of footing. Finished with silver powder coating. Seat / Back frame made of solid shisham wood, webbing with N.D Cane.
11	Teacher's Table		Size: 1600 x 800 x 760 mm (H) Top/side panels made of high-density chipboard pressed with shisham veneer on both sides, one-side three drawers, top drawer lockable, with through back. Finished with N. C. lacquer.
12	Notice Boards		Size: 6' x 4' Frame made of solid seasoned shisham wood. Finished with N.C. lacquer. Soft board covered with green blazer cloth. With hanging hooks.
13	White Boards		Size: 6' x 4' Made of high density chipboard pressed with one side formica & other side veneer. With seasoned shisham wood tray, with hanging hooks. Finished with N.C. lacquer
14	Green Boards		Size: 6' x 4' Frame made of solid seasoned shisham wood. Finished with N.C. lacquer. Soft board covered with green blazer cloth. With hanging hooks.
15	File Cabinets / Staffroom Locker		**Steel File Cabinet/Teacher Locker** Size = 18" x 24" x 54" Made of mild steel sheet 22 Gauge with four lockable drawers along with reference plates. Finished with silver hammer paint.

Sr. #	Item Name	Picture	Specifications
16	Staff Room Table		Size: 1600 x 800 x 760 mm (H) Top/side panels made of high-density chipboard pressed with shisham veneer on both sides, one-side three drawers, top drawer lockable, with through back. Finished with N. C. lacquer.
17	Staff Room Chairs		Frame made of 20x20 mm mild steel square pipe, with one extra strengthening pipe of footing. Finished with silver powder coating. Seat / Back frame made of solid shisham wood, webbing with N.D Cane.
18	Staff Room Visiting Chairs		Frame made of 20x20 mm mild steel square pipe, with one extra strengthening pipe of footing. Finished with silver powder coating. Seat / Back frame made of solid shisham wood, webbing with N.D Cane.
19	Principal Office Table		**Principal Executive table with Side Rack** Table Size: 72" x 42" x 30" Rack Size: 42" x 16" x 27" Structure made of 16mm shisham winboard. 03-Drawers on table with top draw lockable. One shelf in side rack. One leatherite panel on top. Best quality polishes finish.
20	Principal Office Chairs		**<u>EXECUTIVE REVOLVING CHAIR</u>** High quality revolving chair, cushioned with green leatherite, with high back. Complete with 5-leg revolving pedestal. Movable on caster wheels. Height adjustment facility with hydraulic jack.
21	Principal Visiting Chairs		**<u>Visitor Chair</u>** Structure made of solid shisham wood. Seat/back with 1st quality foam covered with leatherite. Wooden parts finished with N. C. Lacquer.
22	Sofa Set (3+2+1)	 	Structure made of sheesham wood. Seat upholstered with best quality sofa cloth and foam. Back upholstered with best quality sofa cloth and polyster ball fiber. Fine quality polish on frame.

Note-2: 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.

Annexure-C

To be submitted with financial proposal

PRICE SCHEDULE

Single Lot – School Furniture					
Sr. #	**Item Name**	**Specification**	**Quantity (Pcs)**	**Rate (including all taxes and charges) (Rs)**	**Amount (Rs)**
1	Book Shelf	As per **Annexure-B**	10		
2	Library Tables	As per **Annexure-B**	6		
3	Library Chairs	As per **Annexure-B**	36		
4	Newspaper reading desk	As per **Annexure-B**	2		
5	Science Labs Stool	As per **Annexure-B**	200		
6	Desk with Bench (1-5)	As per **Annexure-B**	900		
7	Desk with Bench (6-7)	As per **Annexure-B**	360		
8	Tablet Chairs (8-10)	As per **Annexure-B**	540		
9	Class Room Rostrum	As per **Annexure-B**	50		
10	Teacher's Chair	As per **Annexure-B**	70		
11	Teacher's Table	As per **Annexure-B**	70		
12	Notice Boards	As per **Annexure-B**	10		
13	White Boards	As per **Annexure-B**	100		
14	Green Boards	As per **Annexure-B**	46		
15	File Cabinets / Staffroom Locker	As per **Annexure-B**	50		
16	Staff Room Table	As per **Annexure-B**	8		
17	Staff Room Chairs	As per **Annexure-B**	48		
18	Staff Room Visiting Chairs	As per **Annexure-B**	10		
19	Principal Office Table	As per **Annexure-B**	1		
20	Principal Office Chairs	As per **Annexure-B**	1		
21	Principal Visiting Chairs	As per **Annexure-B**	6		
22	Sofa Set (3+2+1)	As per **Annexure-B**	2		
				Total Amount (Rs)	

Amount in words:

_____

_____

_____

_____

Authorized Signatures of bidder
with Official Stamp