



STANDARD BIDDING DOCUMENTS FOR NATIONAL COMPETITIVE BIDDING

SINGLE STAGE
ONE ENVELOPE PROCEDURE

PROCUREMENT OF SPORTS GOODS

IN RESPECT OF THE
BIE/AG/L&N/1219/2024 Dated: 09/09/2024

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)



BOARD OF INTERMEDIATE EDUCATION,
BAKHTIYARI YOUTH CENTER, NORTH NAZIMABAD,
KARACHI-74700

Website:
www.biek.edu.pk
Phone:
99260211-12-13
Ext: 130

INSTRUCTIONS TO BIDDERS &
GENERAL CONDITIONS OF CONTRACT:

The Instructions to Bidders (ITB) and General Conditions of Contract (GCC) applied in this Contract shall be the same as per Standard Bidding Documents for Goods, issued by SPPRA. For further references the same may be downloaded from SPPRA's website www.pprasindh.gov.pk or it may be provided from this Office if it may be demanded by the bidder. Whenever there is a conflict, the provisions hereafter shall prevail over those in the Instructions to Bidders & General Conditions of Contract. The corresponding clause number of the ITB & GCC is indicated in parentheses.

SECTION - I
BID DATA SHEET

INTRODUCTION		
ITB 1.1	Name of Contract	Procurement of Sports Goods
ITB 1.2	Name of Procuring Agency	Board of Intermediate Education, Karachi
ITB 1.3	Procuring Agency's Address, Telephone, Telex and Facsimile Numbers	Board of Intermediate Education, Bakhtiyari Youth Center North Nazimabad Tel: 99260211, 99260212, 99260213 Fax: 99260203 & 99260208
ITB 1.4	Language of the Bid	English or Urdu
BID PRICE AND CURRENCY		
ITB 1.5	The price shall be in Pakistani currency inclusive of all Taxes, Transportation, Material and Labour charges involved therein.	
ITB 1.6	During the entire period of bid validity, the price shall be fixed and the bidder will have to supply the required items as per specifications and quoted rates.	
PREPARATION AND SUBMISSION OF BIDS		
ITB 1.7	Qualification Requirements	<ul style="list-style-type: none">• 03 years' experience in the relevant field (Client List)• Minimum 3 contracts of Rs.1 Million per year in last 3 years of similar goods / jobs (Job order/ Purchase order be attached)• Turn-over of at least last three years having a sum of minimum Rs.03 Million in last 03 years (Copies of financial statements / Audit Report be attached.• Registration with Federal Board of Revenue (FBR), for Income Tax and Sales Tax in case of procurement of goods.• 03 years Bank Statement / Financial Statement duly verified by Chartered Accountant Firm.• <u>Submission of required samples along with bidding documents is mandatory bids submitted without samples shall be treated as "Non-Responsive".</u>

		<ul style="list-style-type: none"> An affidavit on stamp paper that the firm has never been blacklisted
ITB 1.8	Amount of Bid Security (Refundable)	3% (Three percent) of the bid price, which should be submitted in shape of Pay Order in the name of Secretary, Board of Intermediate Education Karachi and shall remain valid for a period of 28 days beyond the validity period for bid.
ITB 1.9	Bid Validity Period	90 days from the date of opening of Tender.
ITB 1.10	Address for Bid Submission	The office of the (Procurement Wing) , Administration General Section (Chairman’s Secretariat), Ground Floor, Board of Intermediate Education, Karachi.
ITB 1.11	IFB Title and Number	Title: Procurement of Sports Goods IFB No: BIE/AG/L&N/1219/2024 DATED:09-09-2024
ITB 1.12	Date & Time for Issuance of Bidding Documents	From 16/09/2024 10:00 AM to 30/09/2024 12:00 Noon Sealed bids duly filled-in, mentioning on top of the envelope “PROCUREMENT OF SPORTS GOODS”
ITB 1.13	Date & Time for submission of Bidding Documents and opening of bid	Bids duly stamped on each document must be submitted in the office of the <i>Administration General Section</i> (Chairman’s Secretariat), Ground Floor, Board of Intermediate Education, Karachi, in a sealed cover on 30/09/-2024 up to 02:30 P.M and will be opened on the same day at 03:00 P.M in the presence of bidders’ representatives who wish to attend.
ITB 1.14	Delivery Schedule	The delivery will have to be made stipulated time as mentioned in the Contract Award. Minimum time period will be at least 30 Days after issuance of work order which may be increased or decreased due to demand of time/situation as per SPPRA Rules.



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SECTION - II
GENERAL CONDITIONS

Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.

Shortcomings in submission of documents related to Eligibility Criteria or non-submission of Bid Security or specimen/samples shall be rejected.

Bids not submitted on Standard Bidding documents issued by the procuring agency shall be rejected or treated as **“Non Responsive”**.

Prior to submission of bids, the bidders may obtain further information from the office of **Procurement Wing, Administration General Section (Ground Floor, Chairman’s Secretariat)** and completely satisfy themselves about the required items for which they are bidding for.

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.

The offered products should be prime quality products. Cheap products of low quality or substandard shall not be accepted and the said bid shall be treated as Irresponsive.

Inferior, low quality or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.

The bidder with the “Lowest Evaluated Cost” but not necessarily the “Lowest Submitted Price” shall be awarded the Procurement Contract.



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SECTION - III

SPECIAL CONDITIONS OF CONTRACT

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

1. DEFINITIONS (GCC CLAUSE 1)

1)	GCC 1.1	The Procuring agency is:	Board of Intermediate Education, Karachi.
2)	GCC 1.2	The Procuring agency's country is:	Islamic Republic of Pakistan.
3)	GCC 1.3	The Project Site is:	Same as GCC 1.1(g) mentioned above.

2. COUNTRY OF ORIGIN (GCC CLAUSE 3)

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

3. PERFORMANCE SECURITY (GCC CLAUSE 7)

1)	GCC 3.1	The amount of performance security, as a percentage of the Contract Price, shall be Ten (10) percent of the Contract Price which should be submitted in shape of Pay Order in the name of <i>Secretary</i> , Board of Intermediate Education Karachi.	
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4. RESOLUTION OF DISPUTES (GCC CLAUSE 28)

The dispute resolution mechanism to be applied pursuant to relevant SPPRA Rules.

5. GOVERNING LANGUAGE (GCC CLAUSE 29)

1)	GCC 5.1	The Governing Language shall be:	English.
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6. NOTICES (GCC CLAUSE 31)

GCC 6.1 — Procuring agency's address for notice purposes:

Office of the Administration General Section, (Chairman's Secretariat Ground Floor), Board of Intermediate Education, Karachi.

7. PENALTY

- 1) Preferred penalties according to the issue\subject may be imposed upon the Supplier(s) such as:
 - i. rejection of the unsatisfactory Supplied material
 - ii. Blacklisting of the firm
 - iii. Liquidity damages shall be imposed as per SPPRA Rules.
 - iv. forfeiting of whole Security amount

Anyone or more than one from the aforesaid penalties may be imposed upon the Supplier(s) in the following cases:

- a) In case of transgression/deviation of the time given in the Contract Award.
- b) In case of transgression, deviation, mistake or low quality found in the supplied Item(s)
- c) In case the specification, quantity, rate or stuff of a Tender in certain item or items are approved and the Bidder backs out of his commitment on any pretext or fails to supply the material or complete the job in time or in the required criteria.

**8. SUBJECT TO RELEVANT SPPRA RULES,
THE COMPETENT AUTHORITY RESERVES THE RIGHT TO:**

- (a) divert/distribute a particular work among different Bidders on the lowest approved rate(s) in the interest of the office due to demand of time/situation.
- (b) accept or reject all or any bid.
- (c) increase or decrease quantity without any notice at any time/stage subject to ITB Clause 29.

9. SPECIAL CLAUSE (TERMS & CONDITIONS)

- 1) Under following conditions bid will be rejected:-
 - i. Conditional and telegraphic bids/tenders
 - ii. Bids not accompanied by Bid Security of required amount and form
 - iii. Bids received after specified date and time
 - iv. Bids of Blacklisted firms
- 2) Bids of only those Bidders will be evaluated who can fulfill the Eligibility Criteria and enclose Bid Security.
- 3) Shortcomings in submission of documents related to Eligibility Criteria or non-submission of Bid Security shall be rejected.
- 4) Prior to submission of bids, the bidders may obtain further information and completely satisfy themselves about the required items for which they are bidding for.
- 5) An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.
- 6) The offered products should be prime quality products. Cheap products of low quality or substandard shall not be accepted and the said bid shall be treated as Irresponsive.
- 7) Inferior, low quality or substandard products will be rejected and Security Money shall be forfeited and the bidder may also be blacklisted.
- 8) The bidder shall supply the article(s) as per approved specifications mentioned in the Contract Award. The article(s) not found in conformity with the approved specifications shall be rejected at the risk & cost of the bidder.
- 9) The Contract Award may be assigned at any time during the period of bid validity.

- 10) **Performance Security:**
GCC 3.1 The amount of **Performance security is 10%** of the Contract Price.
GCC 3.2 After delivery and acceptance of the Goods, the performance security shall be released as per SPPRA Rules.
- 11) The amount of Performance Security is in addition to the amount of Bid Security which should be deposited by the successful bidder(s). Bid Security shall remain valid for a period of 28 days beyond the validity period for bids, whereas Performance Security shall be released ninety days beyond the date of completion of contract to cover defects liability period subject to final acceptance by the procuring agency in accordance with SPPRA Rules.
- 12) Placement of Contract Award will be subject to payment of Performance Security.
- 13) The material shall be delivered to Storekeeper, through the concerned Officers as the case may be, against delivery challan in triplicate along with samples of material in duplicate. Two copies of the bills and challan shall be retained by the Storekeeper while the third copy shall be returned to the supplier for his own record.
- 14) The items should be supplied strictly in accordance with the approved samples.
- 15) The delivery will have to be made at our site within stipulated time as mentioned in the Contract Award. Minimum time period will be at least **THIRTY (30) DAYS** after issuance of Work Order which may be increased or decreased due to demand of time/situation.
- 16) SPPRA Rules-2010 (Amended) shall strictly be followed.
- 17) **The Payment shall be subject to deduction of Income / Sales Tax at source, Satisfactory report of concerned officer, completion certificate and production of delivery challans as being delivered the stores in full quantity & quality.**
- 18) **Stamp Duty @ 0.35%** of the cost of transaction / Work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice

10. EQUIVALENCY OF STANDARDS AND CODES

Reference to brand name, catalogue number or country where used, they should always be read with followed by the words "or at least equivalent."

Reference to the required weight/grammage where used, a difference of plus/minus 05 should be tolerated.



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SECTION - IV
TECHNICAL SPECIFICATIONS & FINANCIAL PROPOSAL
PROCUREMENT OF SPORTS GOODS

Article No.	Description	Qty	Quoted Brand	Unit Price (Inclusive all Taxes)	Total Amount
01	Shuttle Cock (Hiqqa Red) (Sample required)	50 Dozen			
02	Track Suits	300 Pieces			
03	Foot Ball/Hockey / Volley Ball/ Basketball Shirts Imported double portion cloth 170gsm with Nos. and Name "BIE, Karachi"	150 Pieces			
04	Football /Hockey / Volley Ball/ Basketball Stocking (Nylon) Ex-Large Size (Sample required)	90 Pieces			
05	Cricket Balls Grays (Original) Duke English 5 Layer size (Sample required)	10 Dozen			
06	Cricket Kit Trouser & Shirts (Imported double portion cloths 170 gsm) in Blue Color with Printing & monogram of the Board.	40 Pieces			
07	Cricket Counties Cap with monogram of BIE, Karachi (Embroidered)	40 Pieces			
08	Meddles in Gold color (Sample required)	250 Pieces			
09	Meddles in Silver color (Sample required)	250 Pieces			
10	Shield Wooden 12'x12' Steel _____German. Wood 75mm (Sample required)	26 Pieces			

Article No.	Description	Qty	Quoted Brand	Unit Price (Inclusive all Taxes)	Total Amount
11	Shield Wooden 10'x10 Steel _____ German. Wood 75mm	26 Pieces			
12	General Championship Trophy (Picture must be attached)	02 Pieces			
13	Volley Ball / Cross Country/ Gymnastic/ Body Building /Athletic Shorts Imported double portion cloth 170 gsm	150 Pieces			
14	Hockey Bips with Printing & Monogram of the Board in Blue color	48 Pieces			
	GRAND TOTAL=				



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	Rupees In Words	Rupees In Figures
Total cost of the Bid: <i>(as offered by the Bidder)</i>		
3% (Three percent) amount of the Bid Price Bid Security (Refundable)		
10% (Ten percent) amount of the Contract Price Performance Security (Refundable)		

CONTRACT AGREEMENT

This AGREEMENT is executed at KARACHI, on this day _____ 2024.

BETWEEN

M/s. Board of Intermediate Education, Karachi, through its Secretary, hereinafter called and referred to as "BIEK" (when expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s. _____, having its office at _____, Karachi, hereinafter referred to as Supplier / Manufacturer (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successors and assigns), through its Managing Partner Mr. _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "BIEK" intends to obtain Sports items "THE SUPPLIER" have offered to provide Sports Items as per Technical Specification mentioned in bidding documents and handing over the material to the "BIEK" having accepted the offer.

"BIEK" hereby offer to appoint "THE SUPPLIER" as their official supplier for the supply of Sports Items in respect with the Terms & Conditions of the Bidding documents. "THE SUPPLIER" hereby agrees to the offer of the "BIEK" in acceptance of the terms & conditions here in below forth.

ARTICLE –I

DUTIES & SCOPE OF SUPPLIES & AGREEMENT

1.1 Requirement mentioned in Tender BOQ.

Article No	Item Description	QTY	Quoted Brand	Rate per Unit (with all taxes)	Amount
GRAND TOTAL					

1.2 "SUPPLIER" agrees to provide item to "BIEK" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "SUPPLIER" will coordinate with Superintendent, Procurement Wing, Administration General Section, of the "BIEK" who will assist "SUPPLIER" in Supervision of proposed work / supply.

1.4 "THE SUPPLIER" hereby agrees to accept variation if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

1.5 All logistic charges will be borne by "THE SUPPLIER"

ARTICLE-II
SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the work and to check the execution of work in accordance with the Description & Specification.
- 2.2 " THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Superintendent, Procurement Wing, Administration General Section "BIEK" as & when required.
- 2.3 The delivery will have to be made stipulated time as mentioned in the Contract Award. Minimum time period will be at least **30 Days** after issuance of work order which may be increased or decreased due to demand of time/situation as per SPPRA Rules.

ARTICLE-III
REMUNERATION

- 3.1 The cost offered by the Supplier is **Rs. _____/- (Rupees _____ Only)** (inclusive of all taxes) supply of Sports Goods vide tender # **BIEK/AG/L&N/1219/2024** variation may occurred. The cost is inclusive of labour/transportation/supplies/etc.
- 3.2 Liquidity damages as per SPPRA Rules.
- 3.3 **The Payment shall be subject to deduction of Income / Sales Tax / GST / SRB at source, Satisfactory report of concerned officer, completion certificate and production of delivery challans as being delivered the stores in full quantity & quality.**
- 3.4 **Performance Security 10%** of total amount of Contracted worth will be provided by the party.
- 3.5 **Stamp Duty @ 0.35%** of the cost of transaction / Work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es) Challan(s) / Levy(ies). If any on additional will be paid / borne by SUPPLIER as per SRO Notification.

ARTICLE-IV
ARBITRATION

- 4.1 In case of any dispute, difference or and question which may at any time arise between parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to Chairman BIEK whose decision will be binding on the parties and cannot be challenged in the court of law.

ARTICLE – V
TERMINATION

- 1.1 "BIEK" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 day's notice.

ARTICLE –VI

NOTICE

6.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

ARTICLE –VII

INDEMNITY

7.1 “THE SUPPLIER” in its individual capacity shall indemnify and keep BIEK and any person claiming through BIEK fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by “THE SUPPLIER”, as a result of any defect in the title of BIEK or any fault, neglect or omission by “THE SUPPLIER” which disturbs or damage the reputation, quality or the standard of services provided by “THE BIEK” and any person claiming through the BIEK.

ARTICLE –IX

MISCELLANEOUS

9.1 Any addition & alteration (s) made for item(s) as required by BIEK on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately / extra on ‘Quantum Merit’ basis before & on final material handed over to the “BIEK”. After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

9.2 The terms & conditions of this AGREEMENT have been read over to the parties, which they admit to be correct and abide by the same.

9.3 The validity of the contract will be effective from the date of issue of Purchase Order.

9.4 All terms and conditions of tender vide # **BIE/AG/L&N/1219/2024** will be the integral part of this agreement and can’t be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

“Board of Intermediate Education, Karachi”

M/s. _____

NAME: _____

NAME: _____

CNIC #: _____

CNIC #: _____

Signature: _____

Signature: _____

WITNESS: 1

WITNESS: 2

NAME: _____

NAME: _____

CNIC #: _____

CNIC #: _____

Signature: _____

Signature: _____

INTEGRITY PACT

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the contractor;
M/s _____, the contract hereby declares that:

- (a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the BIEK or any administrative or financial offices thereof or any other department under the control of the BIEK through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the contractor represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the BIEK directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the BIEK, except that which has been expressly declared pursuant hereto.
- (c) He contractor accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the BIEK under any law, contract, or other instrument, be stand void at the discretion of the BIEK.
- (d) Notwithstanding any right and remedies exercised by the BIEK in this regard, contractor agrees to indemnify the BIEK for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the BIEK in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the contractor as aforesaid for the purpose of obtaining or inducing procurement/ work/ service or other obligation or benefit in whatsoever from the BIEK.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

Stamp & Signature



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SUMMARY OF TURN-OVER OF LAST THREE YEARS		
<i>YEAR</i> <i>2021-2022</i>	<i>YEAR</i> <i>2022-2023</i>	<i>YEAR</i> <i>2023-2024</i>
TOTAL:		



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C E R T I F I C A T E

I/We have carefully read & understood the Terms & Conditions whatever has been stated herein the enclosed pages and abide to the same. I/We guarantee to supply/deliver/install the items exactly in accordance with the requirements and enclosed the Bid Security payable to Board of Intermediate Education, Karachi.

SIGNATURE WITH DATE: _____

NAME OF FIRM: _____

ADDRESS OF FIRM: _____

FULL NAME OF CONCERNED PERSON: _____

CNIC NUMBER: _____

POSITION HELD IN: _____

PHONE NUMBER(S): _____

MOBILE NUMBER(S): _____

FAX NUMBER(S): _____

NATIONAL TAX NUMBER: _____

GENERAL SALES TAX NUMBER: _____

STAMP OF THE FIRM: _____

PAY ORDER NUMBER: _____

BANK & BRANCH NAME: _____

DATED: _____

FOR RUPEES: _____

DRAWN: _____

as Bid Security is enclosed herewith.