



**DIRECTORATE OF CULTURE  
GOVERNMENT OF KHYBER PAKHTUNKHWA**

**BID SOLICITATION DOCUMENTS**

**For  
Fabrication of KP Float for 23<sup>rd</sup> March Parade**

**Under**

**National Competitive Bidding (NCB)**

**2020-21**

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

## **PREFACE**

These Bidding Documents have been prepared for use by **Directorate of Culture, Khyber Pakhtunkhwa** for Fabrication of KP Float for 23<sup>rd</sup> March Parade through National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

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



**TENDER DOCUMENT**  
**For Fabrication of KP Float for 23<sup>rd</sup> March Parade**

The proposal will be opened on 08-02-2021 at 02:00 pm sharp in the conference hall of Directorate of Culture, Khyber Pakhtunkhwa in the presence of the Purchase Committee under the chairmanship of the Chairman Purchase Committee, KP-CTA.

**Name of the Company / Dealer:**

\_\_\_\_\_

**Address of the Correspondent:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature and Seal

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail: \_\_\_\_\_

**Tender Fee      Rs.1,000/- only**

**MANDATORY REQUIRED CHECKLIST**

<b><u>S.No.</u></b>	<b><u>Required Documents</u></b>	<b><u>Bidder's Initial Checklist</u></b>	<b><u>Document Name Provided</u></b>
1.	NTN Certificate		
2.	KPRA Certificate		
3.	On Active Taxpayers List of FBR & KPRA		
4.	Registration/Incorporation/Business Certificate		
5.	Complete Company profile		
6.	Firm's past performance certificates/Supply Orders/Work Orders issued by the "Government, Semi Government & Autonomous Body" on successful completion of delivery.		
7.	<ul style="list-style-type: none"> <li>An affidavit on stamp paper of Rs. 100/- submitting following clauses: that</li> <li>The undersigned are not blacklisted or facing debarment from any Government/Semi Government/Autonomous Organization</li> <li>All the information and document provided valid and update to the best of our knowledge.</li> <li>We undertaking in their technical bids that the requisite bid security is included in the Financial Bid</li> </ul>		
8.	Bid Validity period of 90 days		
9.	Compliance with schedule of requirements		
10.	Original Bidding Documents duly signed / stamped		

**Signature & Stamp**

**Note:** All the interested bidders will be required to submit following checklist completed in all respects. Any service provider fail to submitting signed checklist will be disqualified.

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## **PART-ONE**

### **FIXED CONDITIONS OF CONTRACT**

- 1. Instructions to Bidders (ITB)**
- 2. General Conditions of Contract (GCC)**

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



## Part One: Instruction to Bidders (ITB)

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## INSTRUCTIONS TO BIDDERS

### A. Introduction

- |                             |  |
|-----------------------------|--|
| <b>1. Source of Funds</b>   | 1.1 The Directorate of Culture, Khyber Pakhtunkhwa as mentioned in the <b>Bid Data Sheet (BDS)</b>   |
| <b>2. Eligible Bidders</b>  | <p>2.1 This Invitation for Bids (IFB) is open to all eligible local and national Interior &amp; Exterior Designers/ Art &amp; Designs/Event Management Firm having three year relevant experience for Fabrication &amp; Services required for KP Float for 23<sup>rd</sup> March Parade as mentioned in the <b>Bid Data Sheet (BDS)</b> .</p> <p>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to perform services for the preparation of the design, specifications, and other documents to be used for the procurement of the Fabrication &amp; Services required for KP Float for 23<sup>rd</sup> March Parade under this Invitation for Bids.</p> <p>2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.</p> <p>2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.</p> <p>2.5 The Bidder should be register with Income Tax, KPRA Department, and must be reflected as Active Tax Payer List of FBR &amp; KPPRA.</p> <p>2.6 If the bidder is applying for this bid by any consortium, joint venture and association is not eligible for this bid and the bid may be consider non responsive and rejected.</p> |
| <b>3. Eligible Services</b> | <p>3.1 All services to be performed under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such services.</p> <p>3.2 For purposes of this clause, "origin" means the place from which the Services are perform.</p> <p>3.3 The origin of services is distinct from the nationality of the Bidder.</p>  |
| <b>4. Cost of Bidding</b>   | 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.   |



## B. The Bidding Procedure

### 5. The Governing Rule

- 5.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

### 6. Applicable Bidding Procedure

- 6.1 The bidding procedure is governed by Rule 06 Para (2)(b) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

- 6.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:

#### Single Stage, Two Envelope Procedure (Rule 6 (2)(b) KPPRA 2014)

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **Technical Proposal and the Financial Proposal**;
- ii) the envelopes shall be marked as **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"** in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** shall be opened; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv) the envelope marked as **"FINANCIAL PROPOSAL"** shall be retained in the custody of Procuring Agency without being opened;
- v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective Bidders; and
- ix) The bid found to be the best evaluated having lowest price shall be accepted

### C. The Bidding Documents

#### 7. Content of Bidding Documents

- 7.1 The bidding documents include:
- Instructions to Bidders (ITB)
  - Bid Data Sheet
  - General Conditions of Contract (GCC)
  - Special Conditions of Contract (SCC)
  - Schedule of Requirements
  - Technical Specifications
  - Bid Form and Price Schedules
  - Bid Security Form
  - Contract Form
  - Performance Security Form
  - Affidavit on judicial Stamp Paper

- 7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

#### 8. Clarification of Bidding Documents

- 8.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

#### 9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
- 9.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 9.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

### D. Preparation of Bids

#### 10. Language of Bid

- 10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature



furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**11. Documents  
Comprising  
the Bid**

- 11.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 12, 13, and 14
  - b) documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - c) bid security furnished in accordance with ITB Clause 17.

**12. Bid Form**

- 12.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be perform, a brief description of the services.

**13. Bid Prices**

- 13.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to perform under the contract.
- 13.2 Prices indicated on the Price Schedule shall be delivered, all Government tax inclusive prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 13.3 The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 27. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

**14. Bid Currencies**

- 14.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**15. Documents  
Establishing Bidder's**

- 15.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

**Eligibility and Qualification**

15.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

- a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**16. Documents Establishing Services' Eligibility and Conformity to Bidding Documents**

16.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services which the Bidder proposes to perform under the contract.

16.2 The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the services offered which shall be confirmed by a certificate of origin issued at the time of delivery.

16.3 The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the services;
- b) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

**17. Bid Security**

17.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]<sup>1</sup>

17.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 17.7.

17.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- a) Irrevocable encashable on-demand Bank call-deposit.

17.4 Any bid not secured in accordance with ITB Clauses 17.1 and 17.3

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<sup>1</sup> Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.



will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 27.

- 17.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 18.
- 17.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 36.
- 17.7 The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - b) in the case of a successful Bidder, if the Bidder fails:
    - i. to sign the contract in accordance with ITB Clause 35; or
    - ii. to furnish performance security in accordance with ITB Clause 36.

**18. Period of  
Validity of  
Bids**

- 18.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
- 18.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 16 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**19. Format and  
Signing of Bid**

- 19.1 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be sign and stamp by the person or persons signing the bid otherwise the bid shall be rejected by the Procuring agency as non-responsive.
- 19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 19.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**E. Submission of Bids**

**20. Sealing and  
Marking of  
Bids**

- 20.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

- 20.2 The inner and outer envelopes shall:
- be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
- 21. Deadline for Submission of Bids**
- 21.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 20.2 no later than the time and date specified in the Bid Data Sheet.
- 21.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 22. Late Bids**
- 22.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.
- 23. Bidding for Selective Items**
- 23.1 Bid for selective items from the list of services provided for in the Schedule of Requirements, Bidder cannot bid for partial quantities of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT otherwise the bid may be consider non-responsive and straightway be rejected.
- 24. Modification And Withdrawal of Bids**
- 24.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 24.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 20 by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 24.3 No bid may be modified after the deadline for submission of bids.



- 24.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.7.

#### F. Opening and Evaluation of Bids

#### 25. Opening of Bids by the Procuring agency

- 25.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 25.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 22.
- 25.3 Bids (and modifications sent pursuant to ITB Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

#### 26. Clarification of Bids

- 25.4 The Procuring agency will prepare minutes of the bid opening.
- 26.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

#### 27. Preliminary Examination

- 27.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 27.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**28. Evaluation and  
Comparison of Bids**

- 27.4 Prior to the detailed evaluation, pursuant to ITB Clause 28 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 27.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

- 28.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB
- 28.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs).
- 28.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.
- 28.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

**29. Contacting the  
Procuring  
agency**

- 29.1 Subject to ITB Clause 26, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 29.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**G. Award of Contract**

**30. Post-  
qualification**

- 30.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.



- 30.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 30.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 31. Award Criteria**
- 31.1 Subject to ITB Clause 33, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 32. Procuring agency's Right to Vary required Services at Time of Work Order**
- 32.1 The Procuring agency reserves the right at the time of issuance of work order during the period of contract increase or decrease, the required services originally specified in the Schedule of Requirements, contract agreement without any change in unit price or other terms and conditions.
- 33. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 33.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 34. Notification of Award**
- 34.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 36, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.
- 35. Signing of Contract**
- 35.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 35.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 36. Performance Security**
- 36.1 Within ten (10) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the

performance security (amount mentioned in Bid Data Sheet) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

- 36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35 or ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

### **37. Corrupt or Fraudulent Practices**

- 37.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Service Providers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPPRA Act, 2009 and Rules made thereunder:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

- 37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

### **38. Integrity Pact**

- 38.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.



**39. Limitation on Negotiations.**

- 39.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.
- 39.2 Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):
- minor alterations to technical details, such as the scope of work, the specification or drawings;
  - minor amendments to the Special Conditions of Contract;
  - finalization of payment schedule and ancillary details;
  - mobilization arrangements;
  - agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
  - the proposed methodology or staffing;
  - inputs required from the Procuring Agency;
  - clarifying details that were not apparent or could not be finalized at the time of bidding;
  - The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.
  - minor alterations to technical details, such as the scope of work, the specification or drawings;

**40. Negotiations shall not be used to**

- 40.1
- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the Services;
  - substantially alter the terms and conditions of Contract;
  - reduce unit rates or reimbursable costs;
  - substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals
  - alter the submitted financial bid

## Part One - Section II.

### **General Conditions of Contract**

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## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- c. "The Services" means all of the Fabrication & Services for KP Float for 23<sup>rd</sup> March Parade which the Service Provider is required to perform to the Procuring agency under the Contract.
- d. "GCC" means the General Conditions of Contract contained in this section.
- e. "SCC" means the Special Conditions of Contract.
- f. "The Procuring agency" means the organization procuring the Services, as named in SCC.
- g. "The Procuring agency's country" is the country named in SCC.
- h. "The Service Provider" means the individual or firm providing the Services under this Contract.
- i. "The Project Site," where applicable, means the place or places named in SCC.
- j. "Day" means calendar day.

### 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. Country of Origin

3.1 All Services performed under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Services are performed.

3.3 The origin of Services is distinct from the nationality of the Service Provider.

### 4. Standards

4.1 The Services performed under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards. Such standards shall be the latest issued by the concerned institution.



**5. Use of  
Contract  
Documents  
and  
Information;  
Inspection and  
Audit by the  
Government**

- 5.1 The Service Provider shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Service Provider shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Service Provider's performance under the Contract if so required by the Procuring agency.
- 5.4 The Service Provider shall permit the Procuring agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the procuring agency, if so required.

**6. Patent Rights**

- 6.1 The Service Provider shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the Procuring agency's country.

**7. Performance  
Security**

- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security as specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 7.3 The performance security will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**8. Inspections  
and Tests**

- 8.1 The Procuring agency or its representative shall have the right to inspect Services to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections may be conducted on the premises of the Service



Provider or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the Service Provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

- 8.3 Should any inspected Services fail to conform to the Specifications, the Procuring agency may reject the Services, and the Service Provider shall either replace the rejected Services or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

## **9. Payment**

- 9.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
- 9.2 The Service Provider's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.
- 9.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Service Provider.
- 9.4 The currency of payment is Pak. Rupees.

## **10. Prices**

- 10.1 Prices charged by the Service Provider for Services under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

## **11. Change Orders**

- 11.1 The Procuring agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 24, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Services to be furnished under the Contract.
  - b. the place of delivery; and/or
  - c. the Services to be performed by the Service Provider.

## **12. Contract Amendments**

- 12.1 Subject to GCC Clause 11, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **13. Assignment**

- 13.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

## **14. Subcontracts**

- 14.1 The Service Provider shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

14.2 Subcontracts must comply with the provisions of GCC Clause 3.

**15. Delays in the  
Service Provider's  
Performance**

- 15.1 Delivery of the Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring agency in the Work Order.
- 15.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Services and performance of Services, the Service Provider shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 15.3 Except as provided under GCC Clause 18, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.

**16. Liquidated  
Damages**

- 16.1 Subject to GCC Clause 18, if the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract/Work Order, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 17.

**17. Termination  
for Default**

- 17.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:
- a. if the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract/Work Order, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 15; or
  - b. if the Service Provider fails to perform any other obligation(s) under the Contract.
  - c. if the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public



official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 17.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

#### 18. Force Majeure

- 18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 18.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 18.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 19. Termination for Insolvency

- 19.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, performed that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

#### 20. Termination for Convenience

- 20.1 The Procuring agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.



- 21. Resolution of Disputes**
- 21.1 The Procuring agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
- 22. Governing Language**
- 22.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 23, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 23. Applicable Law**
- 23.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
- 24. Notices**
- 24.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 25. Taxes and Duties**
- 25.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring agency.

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Part Two  
Section I. Invitation for Bids

**INVITATION FOR BIDS (IFB)**  
**FOR FABRICATION OF KP FLOAT FOR 23<sup>RD</sup> MARCH PARADE**

1. Directorate of Culture, Khyber Pakhtunkhwa invites sealed bids under National Competitive Bidding from Interior & Exterior Designers/ Art & Designs/Event Management Firms having relevant three years' experience respectively for the fabrication and services required for Float for 23<sup>rd</sup> March Parade under KPPRA Rules 2014.

**TERMS & CONDITIONS:**

2. Valid/renewed certificate of registration with legal/recognized professional bodies FBR (NTN Certificate) & KPRA (KNTN Certificate) in the case of Company SECP Certificate, Firm/Company must be active on active tax payer list.
3. Bidding shall be conducted through **Single Stage–Two Envelope** Bidding Procedure as per KPPRA Rules-2014. The bidders are bound to provide their complete information along with its postal as well as valid email address and phone number/s on the envelope.
4. Bidding documents can be obtained from the office of the undersigned during office hours against the non-refundable of Pak Rupees one thousand (Rs.1000/-PKR). It can be also downloaded from Authority website ([www.kptourism.com](http://www.kptourism.com)) and ([www.kppra.gov.pk](http://www.kppra.gov.pk)).
5. The bids shall reach to the Office of the undersigned on or before **08-02-2021 at 01:00 pm**. The bids shall be opened on the same day by the Procurement Committee in the presence of representatives of the bidders who chose to attend at **02:00 pm** in the Conference Hall of Directorate of Culture, Khyber Pakhtunkhwa, bids submitted after due date & time shall not be entertained.
6. The bid must be accompanied with Bid Security amounting 2% of the quoted amount in the shape of Call Deposit Receipt (CDR) in the name of the undersigned.
7. Pre-bid meeting shall be held on **28-01-2021 at 03:00 pm** in the conference hall of the Directorate of Culture, under Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.
8. The undersign may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. As per provision contained in KPPRA Rules 2014.

Deputy Director (Ops),  
Directorate of Culture, Khyber  
Pakhtunkhwa.  
Jail Road, Nishtar Hall, Peshawar.  
Phone # 091-9210267  
Fax # 091-9214209



## Section II. Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Name of Procuring Agency & source of funds	Directorate of Culture, Khyber Pakhtunkhwa
ITB Clause 2.1	Name of Contract	Fabrication of KP Float for 23 <sup>rd</sup> March Parade
ITB Clause 2.1	Qualification requirements for eligible bidders	Firms having 3 year experience
IFB Clause 4	Commencement date of provision of Bidding Document	24-01-2021 at 09:00am
IFB Clause 4	Closing date of issuance of Bid documents	08-02-2021 at 01:00pm
ITB Clause 23	Bidding for Selective Items / Lots	No
ITB Clause 6.1	Bidding procedure	Single Stage—Two Envelopes bidding procedure of KPPRA Rules 2014
ITB Clause 28	Method of determining Lowest evaluated Bidder	Best Evaluated Bid
ITB Clause 8.1	Clarification(s) on Bidding Documents	Director Culture, Directorate of Culture, Khyber Pakhtunkhwa
IFB Clause 6	Pre-Bid meeting date, time and venue	28-01-2021 at 03:00pm
ITB Clause 10.1	Language of bid	English
ITB Clause 13	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
ITB Clause 14.1	Currency of Bid	PKR
ITB Clause 12	Name of the Bid Form (Primary documents)	<ul style="list-style-type: none"> <li>• Bid form and price schedules</li> <li>• Bid security form</li> <li>• Contract form</li> <li>• Performance security form</li> <li>• Bank guarantee for advance payment</li> <li>• Integrity pact</li> </ul>
ITB Clause 17	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money 2% of the quoted amount in the name of Director Culture, Directorate of Culture, Khyber Pakhtunkhwa

ITB Clause 18	Bid validity period	90 days
ITB Clause 21	Last date and time for the receipt of bidding document	08-02-2021 at 01:00pm
ITB Clause 25	Date, time and venue of opening of technical bids	08-02-2021 at 02:00pm  Office of the Deputy Director (Ops), Directorate of Culture, Khyber Pakhtunkhwa.
ITB Clause 36	Performance Guaranty / Performance Security	The successful bidder will submit 10% of the quoted amount as a performance security at the time of LOA (Letter of Acceptance) in the shape of bank guarantee/call deposit.
ITB Clause 20.2	Address of Procuring Agency	Jail Road, Nishtar Hall Peshawar.

## Section III. Special Conditions of Contract

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## Special Conditions of Contract

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

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: **Directorate of Culture, Khyber Pakhtunkhwa**

GCC 1.1 (h)—The Procuring agency's country is: **Pakistan**

GCC 1.1 (i)—The Service Provider is: \_\_\_\_\_

### 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)

GCC 7.1— The successful bidder will submit 10% of the quoted amount as a performance security at the time of LOA (Letter of Acceptance) in the shape of bank guarantee/call deposit.,

### 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to delivery of services and at final acceptance are as follows: **Acceptance by the Inspection/Procurement Committee, Directorate of Culture, Khyber Pakhtunkhwa.**

### 5. Payment (GCC Clause 9)

GCC 9.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows: **Payment Shall be made within 30 days by submitting Invoice and Proof of Performance**

#### Payment for Services Provided:

Payment shall be made in Pak. Rupees in the following manner:

Payment of local currency portion shall be made in PKR within thirty (30) days that all contracted services have been performed.

Upon Performance, the Service Provider shall notify the Procuring agency the full details of the performance, including Contract number, description of Services, quantity. The Service Provider shall mail the following documents to the Procuring agency:

- i. copies of the Service Provider's invoice showing Services' description, quantity, unit price, and total amount;

6. ii. Inspection certificate, issued by the nominated inspection committee.  
Prices (GCC Clause 10)

**Sample provision**

GCC 10.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC: No Adjustment

7. Liquidated Damages (GCC Clause 16)

GCC 16.1—Applicable rate:

0.5% per week or 0.07% per day of the total Contract price  
Maximum deduction: ≤ 10% of the total contract amount.

8. Resolution of Disputes (GCC Clause 21)

The dispute resolution mechanism to be applied pursuant to GCC Clause 21.2 shall be as follows:

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

9. Governing Language (GCC Clause 22)

GCC 22.1—The Governing Language shall be: English

10. Applicable Law (GCC Clause 23)

GCC 23.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014
- The Arbitration Act 1940
- The Contract Act 1876
- The Employment of Children (ECA) Act 1991
- The Bonded Labor System (Abolition) Act of 1992
- The Factories Act 1934

11. Notices (GCC Clause 24)

GCC 24.1—Procuring agency's address for notice purposes: Olympic Plaza, Peshawar Sports Complex, Stadium Road, Peshawar Cantt.

Service Provider's address for notice purposes:

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## Section IV. Schedule of Requirements

The services shall be delivered in accordance with the subsequent Work Order to be issued by the Director Culture, Directorate of Culture, Khyber Pakhtunkhwa to the successful bidders along with Contract as per following schedule of requirements:-

1. The proposal should contain detailed theme/script of the float both in English and Urdu.
2. Theme should depict Khyber Pakhtunkhwa tradition, culture, tourism, heritage, traditional games etc. and national harmony.
3. Designs of Float should be submitted in 3D Formats.
4. Size of the Float should fall as per the following standard

Length (Feet)	Height (Feet)	Width (Feet)
40-50	12-16	15-20

5. Float will be constructed on a 40 feet long 22 wheeler truck/trailer to be hired from NLC.
6. Successful Bidder will be required to pay off rent of truck/trailer as required for construction of float to NLC with effect from (20<sup>th</sup> February to 24<sup>th</sup> March, 2021) and also for additional prime over for rehearsals of drivers with effect from (1<sup>st</sup> to 15<sup>th</sup> March 2021).
7. Bidder will be responsible for hiring, boarding & lodging (on double or triple occupancy basis) of 20 No Artists/Khattak dance performers who will be performing on float on parade day and during rehearsals tentatively schedule with effect from **10<sup>th</sup> to 23<sup>rd</sup> March 2021**.
8. In case of rain or any other unusual climate condition bidder will be responsible to look after and reconstruct the float within the stipulated time period.
9. Bidder will be responsible for complete electrifications of the float where required along with arrangement of 04 KVA generators and sound system with 10 channel mixer and 02 pairs SP-4 Speaker from **10<sup>th</sup> to 23<sup>rd</sup> March 2021**.
10. Material used for construction of float should be of good quality and weather resistant.

### Note:

1. Rates must include all kind of Government Taxes, Boarding Lodging of the performers, costumes cost of the performers as per theme, Transportation, Labor, Loading Unloading, Installation and Dismantling Charges.



## Section IV. Evaluation Criteria

The bids / proposals will be evaluated on the basis of advertisement, bid solicitation documents and the point system as specified below.

A proposal shall be rejected during the technical evaluation if the bid does not fulfil the minimum specified requirements OR if it fails to achieve the minimum score as indicated in the below mentioned table.

S. No.	Parameters	Detail			Marks	Remarks
1	Profile of Firm	Operational Offices Nationwide (5 marks per office)			10	
2	Staffing	Details of Managerial and Technical Staff			15	List must be attached with name, designation of staff along with CV (Preference will be given to relevant staff i.e. event manager, designers /Interior/exterior design/ architect etc.)
		i	1 to 05	5		
		ii	05 to 10	10		
		iii	10 and above	15		
3	Past Performance(Last three Year)	Major Institution Served:			19	Supported via work orders/completion certificates of last three years having worth of 5 Million which may include Institutions i.e. public/private organization (70/30 ratio) for similar nature of projects.
		i	No of Assignments	0		
		ii	1 to 3	10		
		iii	4 to 6	15		
		iv	7 and above	19		
4	Market Experience	i	4 to 6 Years	5	15	During last five years, firm/company must have completed at least 05 projects involving the similar nature of services.
		ii	7 to 10 Years	10		
		iii	Above and 10 Years	15		
5	Theme Presentation (Design Creativity)	3D designs creativity, theme implementation idea, approach, methodology			20	Presentation in hard form shall also be submitted in technical proposal in advance.
6	Financial Status	Tax Returns 2019-20			7	1. Tax Payer must be active on Active Tax Payer list for NTN and Sales Tax. 2. Financial Statement must be verified from Chartered Accountant 3. The Bidder's Bank statement must reflect liquidity to 10% of the quoted amount.
		i	Annual Tax Paid 0.1 to 0.2 Million	4		
		ii	Annual Tax paid more than 0.2 Million	7		
		Financial Statement 2019-20			7	
		i	Annual Net Income 1 to 2 Million	4		
		ii	Annual net income more than 02 Million	7		

**DIRECTORATE OF CULTURE, GOVERNMENT KHYBER PAKHTUNKHWA**  
 Bid Soliciting Document for Fabrication of KP Float for 23<sup>rd</sup> March Parade

		Bank Statement of Last Year			
	i	Annual Turnover 01 to 05 Million	4	7	
	ii	Annual Turnover more than 05 Million	7		
Total				100	

**Important Note:-**

- i. Minimum Qualifying Marks is 70. Financial bids of those firms will be opened who secures 70 Marks out of 100.
- ii. The relevant documents must be attached for the above evaluation criteria. No documents / Certificates (affecting the marks) shall be entertained once technical bids opened.
- iii. Contract will be awarded to the firm secures bid **lowest in term of the price.**

## Section V. Technical Specifications

*Technical Specifications are already mentioned in the Schedule of Requirement.*

## Section VI. Sample Forms

### Sample Forms

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1. Bid Form and Price Schedules

Date: \_\_\_\_\_

IFB No: \_\_\_\_\_

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
signature]

\_\_\_\_\_  
[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page of \_\_\_\_\_

1	2	4	5	6	7
Item	Description	Quantity	Unit price named place	Total per item	Unit price of Delivered to final destination plus price of other incidental services if required

Signature of Bidder \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

## 2. Bid Security Form

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

---

[signature of the bank]



3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Directorate of Culture, Government of Khyber Pakhtunkhwa** (hereinafter called "the Procuring agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

PARTY ONE

NAME:  
Designation:  
Directorate of Culture  
CNIC: \_\_\_\_\_  
Address: Jail Road, Nishtar Hall Peshawar.  
Contact: +92-91-9210267

WITNESS 1

NAME: \_\_\_\_\_  
CNIC: \_\_\_\_\_

PARTY TWO

NAME:  
Designation:  
Firm Name:  
CNIC: Address:  
Contact: +92-000-0000000

WITNESS 2

NAME: \_\_\_\_\_  
CNIC: \_\_\_\_\_

#### 4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Service Provider]* (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of services]* (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Service Provider a guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[date]*

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Service Provider]* (hereinafter called "the Service Provider") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Service Provider, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Service Provider, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Service Provider under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

*[name of bank or financial institution]*

*[Address]*

*[date]*



## 6. INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SERVICE PROVIDERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: *[To be filled in at the time of signing of Contract]*  
Contract Title: \_\_\_\_\_

[name of Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

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

[name of Service Provider] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer: .....

Name of Seller/Service Provider: .....

Signature: .....[Seal]

Signature: .....{Seal}

## 7. AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The undersigned are also eligible Bidders within the meaning of Clause 2 "ELIGIBLE BIDDERS" of the Bid Solicitation Documents.
- 4) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 5) We undertake in their technical bids that the requisite bid security is included in their Financial Bid.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project, all the information provided is valid and updated.
- 8) The undersigned has no dispute anywhere in the province regarding Services.
- 9) We affirm that the documents provided in technical bid and contents of this affidavit are correct and up to date to the best of our knowledge and belief.

Signed

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