

STANDARD FORM BIDDING DOCUMENTS FOR

PURCHASE OF VARIOUS ITEMS FOR MINORITY WORSHIP PLACES UNDER ADP SCHEME NO. 210511 - WELFARE PACKAGE FOR MINORITIES IN KHYBER PAKHTUNKHWA

Pre Bid Meeting: 18th September, 2025 at 12:00 PM
Last Date/Time for Submission: 30th September, 2025 at 02:00 PM
Bid Opening Date/Time: 30th September, 2025 at 02:30 PM

Audit & Account Officer Planning Officer-MA/IT Section Officer Dev (Member) (Member) (Member Cum-Secretary)

Senior Planning Officer Monitoring Officer (S), Additional Secretary (Member) Member Auqaf (Chairman)

AUQAF, HAJJ, RELIGIOUS & MINORITY AFFAIRS DEPARTMENT

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Contents

1.	Introduction	. 4
2.	Instructions to the Bidder	. 5
3.	Eligibility Criteria:	. 6
4.	Bid Currency	. 6
5.	Evaluation Criteria	. 6
6.	Bid Validity:	. 7
7.	Governing Rule	. 7
8.	Blacklisting of Defaulted Bidder/Contractor	. 7
9.	Procedure for blacklisting and debarment	. 7
10.	Redressing of Grievances	. 8
11.	Award of Contract:	. 8
12.	Payment:	. 9
13.	Terms & Conditions	. 9
14.	General and Specific Conditions of Contract (GCC & SCC)	10
15.	Invitation for Bids	18
16.	Bid Data Sheet (Information for the Bidders)	19
17.	Eligibility/ Qualification Criteria	20
18.	Price Schedule/ Financial Cost Sheet (Single Package)	2.1

APPLICABILITY OF KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT OF GOODS, WORKS AND SERVICES RULES, 2014.

This Tender Process will be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the execution of the scheme.

Important Note:

The prospective bidder must examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all required documents and submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid. The bidders are required to submit proposal through E-PADS.

1. <u>Introduction</u>

Auqaf, Hajj, Religious and Minority Affairs Department invites sealed bids from the eligible bidders Firm/Company/General Order Supplier for procurement of various items for the Minority Worship Places in Khyber Pakhtunkhwa under ADP scheme No. 210511 - Welfare Package for Minorities in Khyber Pakhtunkhwa through open Competitive Bidding under rule 6(2) (a) "Single Stage One Envelope" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

The successful bidder will be responsible for delivery of items to the Minority Worship Places across the Khyber Pakhtunkhwa.

2. <u>Instructions to the Bidder</u>

- 1. The bidder must submit the proposals through e-Pak Acquisition and Disposal System (EPADS) and as per specified procurement method of single stage one envelope.
- 2. The bidder shall specify validity in days, the submitted bid Department may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- 3. Joint venture/consortium is not allowed for this Project.
- 4. Procurement will be made under the Khyber Pakhtunkhwa Public Procurement of Goods, Works, and Services Rules (KPPRA), 2014.
- 5. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- 6. The proposals should be in accordance with enclosed specifications and technical design.
- 7. All bidders shall submit proposals on or before 2:00 pm 30th September, 2025 through e-Pak Acquisition and Disposal System.
- 8. The bidder shall submit an affidavit that it has never been blacklisted.
- 9. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the bid. The bid security money so deposited shall be returned to all the bidders after signing the contract agreement with the successful bidder.
- 10. The procuring entity may reject one or all such proposals, which are vague (in terms of financial proposal) or do not adhere to these instructions.
- 11. The procuring entity may offer for re-biding in case the proposals do not satisfy professional requirements.
- 12. The procuring, entity shall ask for a performance **bank guarantee** @ **10%** of the total contract value from the winning bidders with a period validity of one year. Bank guarantee should be from a scheduled bank.
- 13. Contract will be signed with the successful bidders and its terms and conditions will govern the execution of the contract.
- 14. The procuring entity may increase or decrease the quantity of items if deems necessary.
- 15. Bidders must ensure that they submit all the required documents indicated in the Tender/Bid Documents at the time of opening of Bids and no request for submission of missing documents will be entertained after opening of the Bids.
- 16. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date and bids without Bid Security or less than required amount shall be rejected.
- 17. The bidder shall submit proposal for the whole Package.

- 18. All the items shall be delivered within 60 days after issuance of purchase order.
- 19. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
- 20. Any bid not received as per terms and conditions laid down in this document are liable to be disqualified. No offer shall be considered if:
 - i. Received without earnest money;
 - ii. It is received after the date.
 - iii. The offer is ambiguous;
 - iv. The offer is conditional i.e., advance payment, or currency fluctuations etc.;
 - v. The offer is from blacklisted firm in any Federal / Provincial Govt. Department:

3. Eligibility Criteria:

Submission of supporting documents to the following requirements is mandatory. Failing to submit any of the following document shall result in non-responsiveness of the bidder.

- 1. Firm/Company/Manufacturer registered with relevant legal/professional body; (Attach certificate of registration)
- 2. Authorized Distribution Certificate (where necessary)
- 3. Registered with FBR and on an Active Tax Payer List (ATL) of FBR; (Attach certificate of registration)
- 4. Registered with General Sale Tax on an Active Ta Payer List; (Attach certificate of registration)
- 5. Successfully completed at least three (03) contracts with Government entities costing 5 million or above each project in last 3 years (Attach contract agreements and projects completion certificates)
- 6. An affidavit on stamp paper duly attested by the Oath Commissioner to the effect that the firm has not been blacklisted by any Federal or Provincial Public Entity.
- 7. Bid Security 2% of the total bid value as CDR.

4. Bid Currency

Price/Cost of the Bid should be quoted in Pakistani Rupees only and Payment shall be made in Pakistani Rupees only.

5. Evaluation Criteria

Offers having no reservations to the terms and conditions, and meeting the requirements regarding Statement of Requirement with Specification and documentation mentioned above shall be declared as substantially responsive. The Department shall evaluate and compare the prices of only those quotations determined to be substantially responsive. All the bidders must provide samples of items to the Auqaf Department

6. **Bid Validity:**

- 1. The bids should be valid for 90 days.
- 2. In exceptional circumstances, Auqaf Department may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided 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.

7. Governing Rule

The Bidding Process will be governed by the Khyber Pakhtunkhwa Procurement of Goods, Works and Services Rules, 2014 as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the completion of the supply.

8. Blacklisting of Defaulted Bidder/Contractor

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process.

- 1. Consistent failure to provide satisfactory performances.
- 2. Found involved in corrupt/fraudulent practices.
- 3. Abandoned the place of work permanently.

Conditions for debarment of Defaulted Bidder/Contractor

- 1. Failure or refusal to accept Purchases Order / Services order terms.
- 2. Did not make supplies as per specifications agreed:
- 3. Did not fulfill contractual obligations as per contract.
- 4. Not Execution of work as per terms & condition of contract.
- 5. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- 6. Persistent and intentional violation of important conditions of contract.
- 7. Non-adherence to quality specifications despite being importunately pointed out.
- 8. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Procuring Entity (P.E).

9. Procedure for blacklisting and debarment

1. Competent authority of (P.E) may on information, or on its own motion, issue show cause notice to the bidder.

- 2. The show cause notice shall contain the statement of allegation against the Bidder.
- 3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
- 4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
- 5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter based on available record and personal hearing, if availed.
- 6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
- 7. The order of competent authority shall be communicated to the bidder by indicating reasons.
- 8. The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.
- 9. The duration of debarment may vary up to five years depending upon the nature of violation.

10. Redressing of Grievances

The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- 1. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
- 2. The grievance redressal Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
- 3. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Note: Grievances Redressal committee notified & designated who can invite appropriate official as co-opted member for grievance.

11. Award of Contract:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the P.E duly attested by the Oath Commissioner/Notary Public.

12. Payment:

- 1. Payments will be made as per terms & conditions mentioned in the Contract Agreement.
- 2. The payment will be made after successful provision of Services/Goods and inspection of items.

13. Terms & Conditions

- 1. The delivery should be made within 60 days.
- 2. The bidder should provide the original catalog of the equipment's and other items.
- 3. The Contractor should provide the 10% performance Guarantee.
- 4. If the project is not completed within the period mentioned in the contract agreement, penalty @ 2% will be charged upto 30 days and beyond 30 days the penalty will be charged @ of 5% of the Contract value.
- 5. The bidder must register with Income / Sales Tax Department, reflected as an Active Taxpayer list of FBR supported by income tax returns of last two years.
- 6. Quarterly Periodic preventive maintenance shall be done by the company till the warranty period.
- 7. The delivery & Installation and testing of equipment's and other items at the selected Minority Worship Places will be the responsibility of Contractor.
- 8. The bidder shall provide and undertaking that the bidder has not been declared blacklisted by any Government / Semi-Government institutions.
- 9. The P.E may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
- 10. The bidder shall provide one-year warranty of all quoted items.

14. General and Specific Conditions of Contract (GCC & SCC)

		In this Contract, the following terms shall be interpreted as		
		indicated:		
		(a) "The Contract" means the agreement entered into between		
		the Purchaser and the Supplier, as recorded in the		
		Agreement 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 Supplier		
		under the Contract for the full and proper performance of its		
		Contractual obligations.		
		(c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.		
	1.1	(d) "The Services" means those services ancillary to the supply		
1. Definitions	1.1	of above goods, such as printing of special instructions on		
		the label and packing, design and logo of the FSA, Khyber		
		Pakhtunkhwa, transportation of goods up-to the desired		
		destinations, installation and other such obligations of the		
		Supplier covered under the Contract.		
		(e) "GCC" means the General Conditions of Contract contained in this section.		
		(f) "SCC" means Special Conditions of the Contract.		
		(g) "The Purchaser" means the Client as mentioned in the SCC.		
		(h) "The Supplier" means the individual or firm supplying the		
		goods under this Contract.		
		(i) "Day" means calendar day. These General Conditions shall apply to the extent that they are		
2. Application 2.1		not superseded by provisions of other parts of the Contract.		
		All goods and related services to be supplied under the contract		
		that are required to be imported in Pakistan shall have their origin in		
	3.1	eligible source countries as prescribed by the commercial policies		
2 0 6		of the Federal Government of Pakistan and all expenditures made		
3. Source of		under the contract shall be limited to such goods and services.		
Import		For purposes of this clause, "origin" means the place where the		
	3.2	goods are produced, or the place from which the related services		
	3.2	are supplied. Goods are produced when, through manufacturing or		
		processing.		
	4.1	The goods supplied under this Contract shall conform to the		
		standards mentioned in the Technical Specifications.		
		In consideration of the payments to be made by the Purchaser to		
	4.0	the Supplier as hereinafter mentioned, the Supplier hereby		
	4.2	covenants with the Purchaser to provide the Goods and Services		
4. Standards		and to remedy defects therein in conformity in all respects with the		
		provisions of this Contract. If the Supplier provide substandard item and fails to provide the		
	4.3	fresh supply, the payment of risk purchase the price difference		
	4.3	shall be paid by the Supplier.		
		In case of supply of substandard product, the cost associated with		
	4.4	disposal/destruction or associated handling shall be borne by the		
	1	anapostar acouraction of associated numering shall be borne by the		

		Supplier i.e. removal from purchaser's premises, burning,			
		dumping, or incineration.			
5. Use of Contract Documents and Information.	5.1	The Supplier shall not, without the Purchaser'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 Purchaser in connection therewith, to any person other than a person employed by the Supplier 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. The Supplier shall not, without the Purchaser'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 Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.			
	5.4	The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.			
6. Patent Rights	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.				
	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.			
	7.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract			
7. Performance Security	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in the form of Irrevocable Bank Guarantee in the shape of Call Deposit Receipts (CDR)			
	7.4	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.			
8. Submission of Samples	8.1	Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.			
9. Ensuring storage arrangements	9.1	To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 10 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.			

		The Purchaser or its representative shall have the right to inspect
	10.1	and/or to test the goods in accordance with the procedure given in
		the SCC to confirm their conformity to the Contract specifications
		at no extra cost to the Purchaser.
	10.2	All costs associated with testing shall be borne by the Supplier.
10. Inspections and Tests	10.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
	10.4	Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.
11. Packing	11.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	11.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, Drug Act 1976, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Purchaser.
	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
12. Delivery and Documents	12.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	12.3	The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered.
13. Insurance	13.1	The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
14.Transportation	14.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
	14.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
15. Incidental Services	15.1	The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
16. Spare Parts	16.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the

		Supplier:
	17.1	 (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and (b) in the event of termination of production of the spare parts: (c) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. All goods subject to this contract shall be accompanied by the
17. Warranty	17.2	necessary warranty in the manner prescribed in the SCC. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
18. Payment	18.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed in SCC and annexed to this contract. The currency of payment shall be Pakistan Rupee.
	18.2	The editioney of payment shair out anistair Rapect
19. Prices	19.1	Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
20. Change Orders	20.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and/or the Services to be provided by the Supplier.
	20.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
21. Contract	21.1	No variation in or modification of the terms of the Contract shall
Amendments	21.1	be made except by written amendment signed by the Parties.
22. Assignment	22.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
23. Subcontracts	23.1	The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

		Delivery of the coods shall be used a heather Counties in accordance
	24.1	Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements.
24. Delays in the Supplier's Performance	24.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
	25.1	Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.
25. Liquidated Damages & Penalties	25.2	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser 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 Goods or unperformed 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 26. Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.
26. Termination for Default	26.1	The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: (a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause Corrupt and fraudulent practices means: the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after

		bid submission) designed to establish bid prices at artificial, non-
		competitive levels and to deprive the Procuring agencies of the
		benefits of free and open competition and any request for, or
		solicitation of anything of value by any public official in the
		course of the exercise of his duty."
		Notwithstanding the provisions of GCC Clauses 24, 25 & 26, the
		Supplier shall not be liable for forfeiture of its Performance
		Guaranty, or termination/ blacklisting for default if and to the
		extent that it's delay in performance or other failure to perform its
		obligations under the Contract is the result of an event of Force
		Majeure. For the purposes of this clause Force Majeure means an
	27.1	act of God or an event beyond the control of the Supplier and not
		involving the Supplier's fault or negligence directly or indirectly
		purporting to mis-planning, mismanagement and/or lack of
		foresight to handle the situation. Such events may include but are
		not restricted to acts of the Purchaser in its sovereign capacity,
27 Force Mejoure		wars or revolutions, fires, floods, earthquakes, strikes, epidemics,
27. Force Majeure		quarantine restrictions and freight embargoes.
		If a Force Majeure situation arises, the Supplier shall promptly
		notify the Purchaser in writing with sufficient and valid evidence
	27.2	of such condition and the cause thereof. The Purchaser shall
	21.2	examine the merits of the case and all reasonable alternative
		means for completion of purchase order under the Contract and
		inform the Supplier of its findings promptly.
		Unless Purchaser informs the Supplier in writing of its agreement
	27.3	on the application of force majeure, the Supplier shall continue to
		perform its obligations under the Contract as far as is reasonably
		practical and shall seek reasonable alternative means for
		performance not prevented by the Force Majeure event.
		The Purchaser may at any time terminate the Contract by giving
		written notice of one-month time to the Supplier if the Supplier
AO 771 A 14		becomes bankrupt or otherwise insolvent. In this event,
28. Termination	28.1	termination shall be without compensation to the Supplier,
for Insolvency		provided that such termination shall not prejudice or affect any
		right of action or remedy which has accrued or shall accrue
		thereafter to the Parties.
		The Purchaser, by written notice sent to the Supplier, may
		terminate the Contract, in whole or in part, at any time for its
		convenience. The notice of termination shall specify that
	29.1	termination is for the Purchaser's convenience, the extent to which
		performance of the Supplier under the Contract is terminated, and
		the date upon which such termination becomes effective.
		The Goods that are complete and ready for shipment within thirty
29. Termination		(30) days after the Supplier's receipt of notice of termination shall
for Convenience		be accepted by the Purchaser at the Contract terms and prices. For
		the remaining Goods, the Purchaser may elect:
	29.2	(a) to have any portion completed and delivered at the Contract
		terms and prices; and/or
		to cancel the remainder and pay to the Supplier an agreed amount
		for partially completed Goods and Services and for materials and
		parts previously procured by the Supplier.
		parts previously procured by the Supplier. Page 15 of 30

	30.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or
30. Arbitration and Resolution of Disputes	30.2	dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	30.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the SCC.
	31.1	The Tenderers should bear all costs associated with the preparation and submission of their Tenders. The Purchaser will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the Tendering Process
31. Tender Cost	31.2	The Earnest Money (EM) amount as specified in the Tender Documents is payable by way of CDR drawn on any Scheduled Commercial Bank in favor of the "Additional Secretary, Auqaf, Hajj, Religious and Minority Affairs Department" payable at Peshawar. The Earnest Money (EM) in the form of Bank guarantee is not acceptable. The Earnest Money (EM) should be sealed and enclosed with the proposal as per KPPRA Rules 2014.
and Earnest Money(EM)		The Earnest Money (EM) of Successful Tenderer(s) may be converted as part of the Tender Security (TS) for successful execution of the work.
	31.4	Subject to the award of contract, the Earnest Money (EM) in the form of CDR shall be returned to the successful Tenderer against submission of 10% Tender Security (TS) of the total cost of the Tender in the form of Bank Guarantee
	31.5	The EarnestMoney (EM) may be forfeited by the Purchaser, if the Tenderer withdraws the Tender during the period of its validity specified in the Tender Documents or if the Successful Tenderer fails to sign the Contract or the Successful Tenderer fails to remit Tender Security within the respective due date.
32. Governing Language	32.1	The Contract shall be written in English language. Subject to GCC Clause 32, 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 English.
33. Applicable Law	33.1	This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

		Any Notice given by one party to the other pursuant to this		
	otices 34.1	Contract shall be sent to the other party in writing and on the		
34. Notices		others address specified in SCC.		
	34.2	A notice shall be effective when delivered or on the notice's		
		effective date, whichever is later.		
35.Taxes, Duties &	25.1	All taxation, duties and levies etc., whether International, Federal,		
Levies	35.1	Provincial or Local, shall be borne by the Supplier.		

15. <u>Invitation for Bids</u>

- 1. The Auqaf, Hajj, Religious & Minority Affairs Department invites sealed bids from the eligible bidders Firm/Company/General Order Supplier for procurement of various items for Minority Worship Places in Khyber Pakhtunkhwa under ADP scheme No. 210511 Welfare Package for Minorities in Khyber Pakhtunkhwa through open Competitive Bidding under rule 6(2) (a) "Single Stage One Envelope" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014 through e-pak acquisition and disposal system (E-PADS)...
- 2. Interested & eligible bidders may download the bidding document form Auqaf, Hajj, Religious and Minority Department Website and KPPRA Website and E-PDAS.
- 3. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and Rules made thereunder.
- 4. Bids must be submitted on or before **02:00 PM on 30th September**, **2025** and must be accompanied by a bid security of two (02 %) percent.
- 5. Pre-Bid meeting will be held on **18th September**, **2025 at 12:00 PM** in the office of Additional Secretary, Auqaf, Hajj, Religious & Minority Affairs Department, Eidgah Complex, Charsadda Road, Peshawar for the queries / observations of the interested bidders.
- 6. Bids shall be opened in the presence of bidders' or their authorized representatives who choose to attend on 30th September, 2025 at 02:30 PM in the office of Additional Secretary, Auqaf, Hajj, Religious & Minority Affairs Department, Eidgah Complex, Charsadda Road, Peshawar.

ADDITIONAL SECRETARY

Auqaf, Hajj, Religious & Minority Affairs Department, Eidgah Complex, Charsadda Road, Peshawar. Phone: 091-9212366

16. Bid Data Sheet (Information for the Bidders)

1.	Procuring Entity	Auqaf, Hajj, Religious and Minority Affairs Department, Khyber Pakhtunkhwa		
2.	Name of Tender	Purchase of Various items of Minority Worship Places across the Province under ADP Scheme No. 210511 - Welfare Package for Minorities in Khyber Pakhtunkhwa		
3.	Tender Document available place	Bidding documents can be downloaded from the official website of Auqaf, Hajj, Religious and Minority Affairs Department https://ahrma.kp.gov.pk/ or https://ahrma.k		
4.	Place of Executions	Minority Worship Places across the Khyber Pakhtunkhwa.		
5.	Tender Documents	A complete set of bidding documents can be downloaded by interested bidders from the website of Auqaf, Hajj, Religious and Minority Affairs Department https://ahrma.kp.gov.pk/ or https://kppra.gov.pk or EPADS.		
6.	Bid Security /Earnest	Two percent (2%) of the quoted value in the shape of CDR (only)		
0.	Money (EM)	from the scheduled bank.		
7.	Performance Guarantee	10% of Contract Value after issuance of Letter of Acceptance		
8.	Tender Addressed to	Additional Secretary, Auqaf, Hajj, Religious and Minority Affairs Department		
9.	Contact Number	Ph. 091-9212366		
10.	Due Date, Time, and place of submission of Tender Document	30 th September, 2025 till 02:00 PM Office of the Additional Secretary, Auqaf, Hajj, Religious and Minority Affairs Department.		
11.	Date, Time, and Place of Bid Opening	30 th September, 2025 at 02:30 PM at the Office of the Additional Secretary, Auqaf, Hajj, Religious and Minority Affairs Department.		
12.	Bidding procedure	Single Stage - one Envelope Bidding Procedure		
13.	Method of determining Best evaluated Bid	Highest ranking fair bid as per KPPRA Act 2012 and Rules, 2014		
14.	Bid Price	Bid Price shall be inclusive of all Government duties, taxes & levies.		
15.	Currency of Bid	PKR		
16.	Bid validity period	90 days		

17. Eligibility/ Qualification Criteria

The Bidder(s) should meet the following Eligibility Criteria to participate in the Bid Process and must enclose documentary proof for fulfilling the Eligibility in the Technical Proposal:

		Documentary	Check List	
S. No	Mandatory Criteria	Evidence	Yes	No
1	Firm/Company/Manufacturer registered with relevant legal/professional body; (Attach certificate of registration)	Registration Certificate		
2	Registered with FBR and on Active Tax Payer List (ATL) of FBR;	Attach certificate of registration		
3	Registered with Khyber Pakhtunkhwa Revenue Authority in sale tax on services;	KPRA Registration Certificate		
4	The bidder must have a minimum of three (3) years of experience in supplies in government or autonomous bodies.	Registration Certificate		
5	Successfully completed at least three (03) contracts costing 5 million each project in last 5 years (Attach contract agreements and completion certificates)	Attach contract agreements/completion certificates		
6	Can provide the item within the time specified in schedule of requirement.	Supply Schedule/ Mention days on letter head / Price Schedule.		
7	The warranty period of the goods shall be as per standard warranty time offered by the manufacturer but shall not be less than one year in any case (where applicable). The warranty period shall be counted from the date of installation to the P.E.	Warranty on Company Letter Head duly stamped.		
8	An affidavit on stamp paper duly attested by the Oath Commissioner to the effect that the firm/Companies/General Order supplier has not been blacklisted by any Federal or Provincial Public Entity.	Affidavit		

18. Price Schedule/ Financial Cost Sheet (Single Package)

Financial Proposals should be substantially in the form of the Cost sheet along with specification of items provided below. Bidders must itemize all costs associated with providing the required deliverables and services in a tabular format similar to the following:

	Purchase of Various items of Minority Worship Places across the Province under ADP Scheme No. 210511 - Welfare Package for Minorities in Khyber Pakhtunkhwa						
#	Item name & specifications	Qty	Unit price inclusive of taxes	Total Price inclusive of all taxes			
1	 Generator 11 KVA Self Start Generator With Built in Battery Gaskit and Wheels & 1 Year Brand Warranty Mode Petrol & Gas Power 8.5Kw/11Kva Voltage 220V/230V Single Phase 50Hz Engine 460cc Single Cylinder Vertical 4 Stroke Winding 100% Pure Copper Winding in both Stator and Rotor Starting System Electric & Recoil Start Fuel Capacity 25L Noise Level 70 dB(A) at 7 meters Ignition System TCI Net Weight 175Kg 	1					
2	Generator • 3 KVA Generator • 100% Pure Copper Winding in both Stator & Rotar • Fuel Capacity: 12 litres • Power: 2.5 KW / 3 KVA Power Factor 1.0 / 0.8 • With 4 Wheels Kit • With factory fitted Gas nozzle in carburetor (Gas Kit INCLUDED) • Single Phase / Three Phase • EPA 3 Standard With Side Battery Stand • Key Start (Ignition / Self Start) With AVR (Automatic Voltage Regulator)	3					
3	 Electric Water Cooler "Electric Water Cooler Cooling Capacity 65 Ltr/Hr Cooling Capacity: 65 Ltr/Hr Number of Taps: 2 Dimensions: H: 51; W: 23; D: 20 (Inches) Water Tank Material: Non Magnetic Stainless Steel Coiling around Water Tank: 100% Pure Copper Body Material: Stainless Steel Refrigerant: R 134a CFC Free Brand New Compressors, Condensers and Fan Motors" 	60					
4	 Sound System Material: Wood Speaker Type: Woofer Special Feature: Durable Compatible Devices: Smartphone, Tablet, MP3 Player, Desktop, Television, Projector, Laptop Subwoofer Diameter: 15 Inches (38.1 cm) Color: black Product Dimensions: (L x W x H)1.5"D x 7"W x 14"H (3.8 x 17.8 x 35.6 cm) Item Weight: 122 Pounds (55.34 kg) 	30					

	 Speaker Size: 15 Inches (38.1 cm) Power Source: Corded Electric Woofer Diameter: 15 Inches (38.1 cm) Tweeter Diameter: 1.4 Inches (3.6 cm) Audio Driver Type: Dynamic Driver Audio Driver Size: 15 Inches (38.1 cm) Connectivity Protocol: Bluetooth Speaker Maximum Output Power: 1400 Watts Connectivity Technology: 1/4", Speakon Mounting Type: Floor Standing 		
5	 Chairs Metal Frame Length 39cm Depth 41cm Seat Height 46cm Outer Dimensions: 44x55x93cm Seat: Length 39cm, Depth 41cm, Seat Height 46cm Back: 38x44cm Length 38cm, Height 51cm, Total Height 93cm Legs: Opening 46/51cm Front 39/44cm Back 40/45cm Seat-Back: Upholstery, Fabric Comfortable: Seat Foam Thickness 6cm 	800	
6	Water Tank • 100% Food Grade Material • 4 Layer Water Tank • Attractive Design • Strong & Durable • Blow Moulding Technology • High Quality Brass Nozzle • Anti-Fungal, Anti-Bacterial • 1500 Ltr Capacity • Height Inches: 59 • Diameter Inches: 48	90	

	Kalash Local Handmade Traditional Chairs		<u> </u>	
7		1000		
8	 Patela Big Size Inner Diameter - 30 Inch x Height - 18 Inch Capacity - 190 Liter's Bottom Thickness - 3 MM Size - #50 Weight - 25 Kgs (Without Lid) 	40		
9	Graveyards Equipment's Spade / Belcha Trowel Mattock Hammer Margin towel Rake Head pan Dibber	20		
11	 Crockery 12 Steel Plates of 14 Gage (8 Inches) 12 Steel Plates of 14 Gage (8 Inches) 12 Steel Plates of 14 Gage (6 or 7 Inches) Stainless Stell Glass and Jug Set (12 Glasses and 2 Jug) 14 gage stainless steel Cutlery Spoon (12 Desert spoon, 12 Baby spoon, 12 Tea spoon, 12 Forks, 4 Punja) Stainless Steel Donga seat (Large, Medium and Small) 2 Stainless Steel Tea Kettle with Wood Handle - 10 to 12 Cups Capacity. 12 Cups and 12 Saucers Set Stainless Steel Water Cooler (25 Liters) 	60		

	Done Park		
12	Fire Extinguisher Capacity: 2kg Operating Temperature-5 Degree C to +55 Degree C Extinguisher type: Stored Pressure Extinguishing Medium: Dry Powder IS 4308 /14069 Cylinder Material: Mild Steel (MS) Fire Type: A, C, B Brand: Life Guard Discharge Range: 2 m Discharge Time: 5-10sec Test pressure: 35 bar	20	

Total price inclusive of taxes:

Note: Bidder must have quoted for all the above items inclusive of all taxes. Items against which no rate or prices is entered/quoted by the bidder will not be paid for by the Auqaf Department when the contract is executed and shall be deemed to be covered by rates and prices for other items in the Statement of Requirement with Specification. No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid. Moreover, the delivery of items to the destinations shall be responsibility of the successfull bidder.

Date _

Place

Signature of authorized person Name:

(Company Seal):

Financial Proposal Submission Form (Part of Financial Bid Envelope) {Location, date}

To

The Additional Secretary,

Auqaf, Hajj, Religious and Minority Affairs Department,

Eidgah Complex Charsadda Road, Peshawar.

Subject:

PURCHASE OF VARIOUS ITEMS OF MINORITY WORSHIP PLACES ACROSS THE PROVINCE UNDER ADP SCHEME NO. 210511 - WELFARE PACKAGE FOR MINORITIES IN KHYBER PAKHTUNKHWA

Dear Sir,

We, the undersigned, offer to provide the (Insert title of assignment) in accordance with your Request for Proposal dated (insert date). Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes.

Our Financial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, I.e before the date indicated in _____ of the Proposal data Sheet.

We also declare that the Government of Pakistan / Khyber Pakhtunkhwa has not declared us for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices, We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provision of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed
In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant

Date:

Format for Covering letter

To

The Additional Secretary,

Augaf, Hajj, Religious and Minority Affairs Department,

Eidgah Complex Charsadda Road, Peshawar.

Subject:

PURCHASE OF VARIOUS ITEMS OF MINORITY WORSHIP PLACES ACROSS THE PROVINCE UNDER ADP SCHEME NO. 210511 - WELFARE PACKAGE FOR MINORITIES IN KHYBER PAKHTUNKHWA

Dear Sir,

- 1. Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- 2. We undertake, if our proposal is accepted to provide the items/ services comprise in the contract within time frame specified, stating from the date of receipt of notification of award from the client Department / Office.
- 3. We agree to abide by this proposal for the period of _______days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_ incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- 5. Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- 6. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.
- 7. We would like to clearly state that we qualify for this work as our company / firm meets all the criteria indicated on your tender document.

Authorized Signatures	
with Official Seal	

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the Charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power of Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorized Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information / responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts. Deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this	day of	20
For		
101_		
(Signature)		
(Name, Designation an	d Address)	
Accepted		
(Signature)		
(Name, Title and Addre	ess of the Attorney) Date:	

On Stamp Paper of relevant value

UNDERTAKING

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

Dated this	Day of	20
Signature		
	(Company Seal)	
In the capacity of		

Duly authorized to sign bids for and on behalf of