



## TENDER DOCUMENT

For Supply of Office Petty Stationery,  
Printed Stationery and ATM Rolls for  
year 2018-19

**Date and Time of Submission: 21<sup>st</sup> June 2018 till 10:30 AM**

**Technical Bid opening: 21<sup>st</sup> June 2018 till 11:00 AM**

### HEAD PROCUREMENT DIVISION

The Bank of Khyber

29 A, The Mall Peshawar, Cantt.

Tel no: 091-5261117, 5275352

[www.bok.com.pk](http://www.bok.com.pk)

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**Annexure A, B, C, D, E, F, G & H are attached separately with document**

## **1. Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or certificates are liable to be rejected at the initial stage itself. The Bid data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Moreover, all documents meant for submission including this bid document having terms and conditions mentioned must be signed and stamped by the bidder before submission.

## **2. Applicability of KP Procurement Rules, 2014**

This Bidding Process will be governed under Khyber Pakhtunkhwa Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Khyber Pakhtunkhwa received during the completion of the project.

### 3. Invitation to Bid

#### 3.1 KPPRA Rules to be followed

Khyber Procurement Rules, 2014 will be strictly followed. In these Rules document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Khyber Pakhtunkhwa Procurement Rules, 2014.

#### 3.2 Mode of Advertisement

As per Rule 11 (1&2), this Tender is being placed online at BOK website, as well as being advertised in print media. The bidding document carrying all details can be downloaded from BOK website for information only.

#### 3.3 Type of Open Competitive Bidding

As per Rule 14 (2b) of KPPRA Rules, 2014, Single Stage – two Envelope Bidding Procedure shall be followed.

### 4. Bidding Details (Instructions to Bidders)

Bidders are to bid on prescribed application form accompanied by a call deposit of Rs:50,000/- as per provisions of this tender document clause "Bid Security" in favor of **"The Bank of Khyber"**. The complete bids as per required under this tender document, must be delivered into the Head Procurement office, placed at 29A, The Mall Peshawar Cantt near Rapid Dry cleaners Peshawar Cantt, not later than **10:30 AM on last date of submission of bids i.e. Thursday 21<sup>st</sup> June, 2018**, late bids shall not be considered. The Technical bids shall be publicly opened at committee room placed at Marketing Department of BOK Head Office, 2<sup>nd</sup> floor State life Building on same day at 11:00 AM.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Items/General Order Supplies must be received in writing to the Purchaser till **18th June, 2018**. Any query received after said date may not be entertained. All queries shall be responded to within due time. BOK may host a Q&A session, if required.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **"Determination of Responsiveness of Bid"** and **"Rejection / Acceptance of the Tender"** for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

**Primary Contact**

Mr. Tariq Masroor

**Email:** [tariq.masroor@bok.com.pk](mailto:tariq.masroor@bok.com.pk)

Head Procurement

**Secondary Contact**

Mr. Muhammad Hassan Tariq

**Email:** [hassan.tariq@bok.com.pk](mailto:hassan.tariq@bok.com.pk)

Incharge Marketing

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

## **TERMS AND CONDITIONS OF THE TENDER**

### **5. Definitions**

In this document, unless there is anything repugnant in the subject or context:

- 5.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 5.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 5.3 "Client" means the Project Manager/concerned wing of the Purchaser for whose particular project the Goods / Services have been procured or any other person, duly

- appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 5.4 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the general order items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 5.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 5.6 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 5.7 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 5.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 5.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- 5.10 "Day" means calendar day.
- 5.11 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.
- 5.12 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 5.13 "Goods" means general order supplies which the Contractor is required to supply to the Purchaser under the Contract against each relevant Lot.
- 5.14 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 5.15 "Prescribed" means prescribed in the Tender Document.
- 5.16 "Purchaser" means the Bank of Khyber (BOK) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 5.17 "Services" means after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 5.18 "Works" means work to be done by the Contractor under the Contract.

## **6. Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document.

## **7. Notice**

- 7.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
- 7.1.1  
in  
writing  
g;

- 7.1.2 issued within reasonable time;
- 7.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 7.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly

## 8. Work Description: (Scope of Work)

8.1 The Bank of Khyber (BOK), (hereinafter referred to as "the Purchaser") invites /requests Proposals/applications (hereinafter referred to as "the Tenders") for supply of:

- **Office Petty Stationery (Lot no 1).**
- **Printed Stationery (Lot no2) and**
- **ATM Rolls (Lot no 3)**

(Hereinafter referred to as "the Goods").

8.2 To supply office petty stationery as per specifications mentioned in Annexure B of Lot 1 Office stationery.

8.3 Minimum three (3) theme-based designs are to be submitted for Printed stationery details are attached in **Annexures C** of Lot 2 Printed Stationery.

8.4 To supply BOK Branded ATM Rolls having 4 colour printed advertisement, details are attached in Annexure D of Lot 3, ATM Rolls.

8.5 The Goods/items will be delivered to Bank of Khyber, Stationery Department Head Office Peshawar for onward distribution. Detail requirements and specifications are attached at Annex-B, C and D.

## 9. Tender Eligibility/Qualification Criteria

9.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

9.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last two (2) years as on for each Lot ;

9.1.2 Must be registered with Tax Authorities (FBR/ KPRA) as per prevailing latest tax rules (Only those firms / companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

9.1.3 has valid Registration of General Sales Tax (GST), National Tax Number (NTN) and KNTN;

9.1.4 has submitted bid for complete Lot(s) and relevant bid security against each Lot separately;

9.1.5 must be involved in sales or supply Office Stationery, Printed Stationery, ATM Rolls and general items business for last two (2) years as on against each Lot;

9.1.6 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector

Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory) for each Lot;

9.1.7 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

## **10. Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

## **11. Joint Venture / Consortium**

Joint venture / consortium are not eligible for this tender.

## **12. Examination of the Tender Document**

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

## **13. Clarification of the Tender Document**

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted; the bidder may alternatively direct their enquiries through the Secondary Contact.

## **14. Amendment of the Tender Document**

14.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

## **15. Preparation / Submission of Tender**

15.1 The Tenderer is allowed to bid for any or all Lots separately.

15.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the



Purchaser, shall be  
in English.

15.3 The Tender shall consist of proposal in two sets i.e. the original and the copy. In the event of any

discrepancy between the original and the duplicate, the original shall govern.

15.4 Proposal shall comprise the following:

15.4.1 Application Form (**Annexure-A**)

15.4.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-F&G**)

15.4.3 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)

15.4.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan.

15.4.5 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (**Annexure-H**)

15.4.6 Valid Registration Certificate for Income Tax & Sales Tax (FBR/KPRA).

15.4.7 Call Deposit, as per provisions of the clause Bid Security of this document.

15.5 The Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Original Tender for **Head Procurement Division**

Tender Name.

[Name of Tender]

Tender No.

LOT No.

[Name of the  
Purchaser]

[Address of  
the Purchaser]

[Name of the  
Tenderer]

[Address of the  
Tenderer]

[Phone No. of  
the Tenderer]

15.6 The Tenderer shall seal the Duplicate Proposal in an envelope duly marked as under:

Duplicate Tender for **Incharge Marketing Department.**

Tender Name.

[Name of Tender]

Tender No.

LOT No.

[Name of the Purchaser]  
Address of the Purchaser]  
[Name of the Tenderer]  
[Address of the Tenderer]  
[Phone No. of the Tenderer]

15.7 The Tenderer shall again seal the sealed envelopes of Original Proposal and the Duplicate

Proposal in an outer envelope, duly marking the envelope as under:

Original & Duplicate  
Tender for Tender  
Name. [Name of  
Tender] Tender No.  
LOT No.  
[Name of the  
Purchaser]  
[Address of  
the Purchaser]  
[Name of the  
Tenderer]  
[Address of the  
Tenderer]  
[Phone No. of  
the Tenderer]

15.8 The Tender shall reach the office of Head Procurement, not later than 10:30 hours on last date of submission of bids. No late bid shall be accepted.

15.9 This is made obligatory to affix authorized signatures with official seal on all pages of original and duplicate (copies) documents, annexures, copies, certificates, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

## **16. Tender Price**

16.1 The quoted price shall be:

16.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

16.1.2 in Pak Rupees;

16.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;

16.1.4 including all charges up to the delivery point BOK Head Office (if required).

16.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

16.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

## **17. Bid Security (Earnest Money)**

17.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:

- 17.1.1 Sum of Rs:50,000/-
- 17.1.3 separately against each Lot given in this tender document;
- 17.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser
- 17.1.5 have a minimum validity period of 365 days/1 year from the last date for submission of the Tender.
- 17.1.6 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
  - If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to deliver the required Goods/Items or fulfill the order placed within the stipulated time period.
- 17.2 The unsuccessful Tenderer will be returned the call deposit only, after completion of technical & financial evaluation process. The Bid Security shall be returned to the successful Tenderer upon completion of contract tenure and delivery of Goods as per specifications laid down in the bid document / issuance of satisfactory certificate mutually by Incharge Stationery and Marketing Department the Bank of Khyber.

## **18. Tender Validity**

The Tender shall have a minimum validity period of 365 days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## **19. Modification / Withdrawal of the Tender**

The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

## **20. Opening of the Tender**

- 20.1 Tenders shall be opened at 1100 hours on the last date of submission of bids i.e. **21<sup>st</sup> June, 2018**, in the presence of the Tenderer(s) and designated committee by purchaser.
- 20.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

- 20.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## **21. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

## **22. Determination of Responsiveness of the Bid (Tender)**

- 22.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 22.1.1 meets the eligibility criteria given herein this tender document.
  - 22.1.2 meets the Technical Specifications for the Goods/Items/General Order Supplies against each Lot;
  - 22.1.3 meets the delivery period / point for the Goods Items/General Order Supplies against each Lot;
  - 22.1.4 in compliance with the rate and limit of liquidated damages;
  - 22.1.5 offers fixed price quotations for the Goods/Items/General Order Supplies against each Lot;
  - 22.1.6 is accompanied by the required Bid Security as part of bid envelope against each Lot;
  - 22.1.7 The original receipt of tender fee submitted, attached with bid envelope against each Lot;
  - 22.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-15;
  - 22.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 22.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

## **23. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL**

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria against each Lot will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

The proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria against each Lot:

Category	Description	Points
<b>Legal (Mandatory)</b>	Certificate of Company/Firm Registration/Incorporation under the laws	Mandatory
	Valid Income Tax Registration with FBR/KPRA	Mandatory
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory
	Compliance to the specifications of all items to be procured mentioned	Mandatory
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper or company letter head properly signed and stamped)	Mandatory

**Note:** Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

- 23.1 Financial evaluation of Proposal will be conducted under the Khyber Pakhtunkhwa Procurement Rules, 2014. The bidders must comply with above mentioned mandatory requirements and must submit documentary proof for the same, otherwise their respective bid(s) shall not be considered even if the lowest in bid price. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Proposal.
- 23.1.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 23.1.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 23.1.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 23.1.4 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

## **24. Rejection / Acceptance of the Bid**

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-47 of Khyber Pakhtunkhwa Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 47 (3) of KP Procurement Rules, 2014).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-22; or
  - 24.2.2 submitted in other than prescribed forms, annexes, schedules, documents / by other than specified mode; or
  - 24.2.3 incomplete, partial, conditional, alternative, late; or
  - 24.2.4 Bid not submitted separately against each Lot and relevant bid security is not submitted against each Lot separately;
  - 24.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or
  - 24.2.6 the Tenderer has conflict of interest with the Purchaser; or
  - 24.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or
  - 24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
  - 24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria; (clause-9);
  - 24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-23);
  - 24.2.11 the tenderer has been blacklisted by any public or private sector organization;
  - 24.2.12 the tenderer has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government rules and regulations.
  - 24.2.13 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
  - 24.2.14 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
  - 24.2.15 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

## **25. Award Criteria**

The eligible bidder(s)/tenderer(s) as per clause-9 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation against each Lot criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities for each Lot,

**26. Acceptance Letter**

As per provisions of Rule (50) of Khyber Pakhtunkhwa Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.