



Khyber Pakhtunkhwa Revenue Authority Peshawar
Government of Khyber Pakhtunkhwa

Standard Bidding Document

For

Procurement of Rack Mounted Server, Laptops & UPS

Under

National Competitive Bidding (NCB)

April 2019

Preface

These Standard Bidding Documents have been prepared for use by the **Khyber Pakhtunkhwa Revenue Authority Peshawar**, Khyber Pakhtunkhwa for the procurement & installation of **Rack Mounted Server, Laptops & UPS** through National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

In order to simplify the preparation of the standard bidding documents for each procurement, the said Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement.

Provisions which are intended to be used unchanged are in Part-One, which includes Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part-Two has five sections. Any amendment or variation in the Instructions To Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) & Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation For Bid (IFB), Bid Data Sheet (BDS) & Special Conditions of Contract (SCC). Part-Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part-Two: Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Part-Two: Section-IV also contains standardized Sample Forms and Schedules to be submitted by the bidder; and Part-Two: Section V contains in the end, exceptions to the list of eligible countries for the procurement activity under consideration.

Each section is prepared with notes [*in italics*] intended only as information for the Purchaser or the person drafting the bidding documents. They shall *not* be included in the final documents.

Part-One

FIXED CONDITIONS OF CONTRACT

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

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.

Table of contents

Sr. No	Part-I: Fixed conditions of Contract	Page No.
1	Instructions to Bidders.....	7
2	General Conditions of Contract (GCC).....	22
Part-Two: Variable Conditions of Contract		
Section-I: Procurement Specific Provisions		34
1	Invitation For Bids (IFB).....	36
2	Bid Data Sheet (BDS).....	37
3	Special Conditions of Contract (SCC).....	40
Section-II: Evaluation Criteria		
1	Technical Evaluation Criteria.....	43
2	List of Lot-1, Lot-2,	44
Section-III: Schedule of Requirements		
1	Supply Schedules.....	49
Section-IV: Standard Forms		57
Section-V: Eligible Countries.....		75

Part-One

Instructions To Bidders (ITB)

Instructions to Bidders	
1. Scope of Bid	7
2. Source of Funds	7
3. Eligible Bidders.....	7
4. Corruption and Fraud.....	8
5. Eligible Goods and Services.....	8
6. Cost of Bidding.	8
7. Bidding for Selective Items.	9
The Bidding Procedure.....	9
8. The Governing Rules.....	9
9. Applicable Bidding Procedure.....	9
The Bidding Documents	10
10. Contents of the Bidding Documents.....	10
11. Clarification(s) on Bidding Documents.	10
12. Amendment(s) to the Bidding Documents.....	11
Preparation of Bids.....	11
13. Language of Bids.	11
14. Documents comprising the Bids.	11
15. Bid Price.	12
16. Bid Currencies.....	11
18. Documentation on Eligibility of Bidders.	12
19. Documentation on Eligibility of Goods.....	13
20. Bid Security.	13
21. Bid Validity.....	13
22. Format and Signing of Bids.	14
Submission of Bids.....	14

23.	Sealing and Marking of Bids.....	14
24.	Deadline for Submission of Bids	15
25.	Late Bids	15
26.	Withdrawal of Bids.....	15
Opening and Evaluation of Bids		15
27.	Opening of Bids by the Procuring Agency.....	15
28.	Clarification of Bids.....	16
29.	Preliminary Examination.....	16
30.	Evaluation of Bids.....	17
31.	Qualification of Bidder	17
32.	Announcement of Evaluation Report.....	18
33.	Rejection of Bids	18
34.	Re-Bidding.....	18
35.	Contacting the Procuring Agency.....	19
Award of Contract.....		19
36.	Acceptance of Bid and Award Criteria.....	19
37.	Procuring Agency's Right to vary quantities at the time of Award. ...	19
38.	Notification of Award.	19
39.	Limitation on Negotiations.	19
40.	Signing of Contract.....	20
41.	Performance Guarantee.....	21

Instructions to Bidders (ITB)

Scope of Bid

- 1.1 Director General, Khyber Pakhtunkhwa Revenue Authority Peshawar invites sealed bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirement of KPRA, Khyber Pakhtunkhwa with Bid Reference Number for the procurement activity as mentioned in Bid Data Sheet (BDS).
- 1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

2. Source of Funds

- 2.1 The client as mentioned in the Bid Data Sheet (BDS)

3. Eligible Bidders

- 3.1 This Invitation for Bids (IFB) is open to all eligible manufacturers, importers & authorized dealers in Pakistan for supply of Goods as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part-Two: Section-III of these Standard Bidding Documents.
- 3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.
- 3.3 The Importer must possess valid authorization from the Principal Manufacturer. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section IV of these Standard Bidding Documents to the effect that they are the Manufacturer of the required specifications of Goods.
- 3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.
- 3.5 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Standard Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Standard Bidding documents. However, this does not limit the participation of subcontractors in more than one bid.

3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4. Corruption and Fraud.

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as *“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”*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

5. Eligible Goods and Services.

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, installation, insurance, port releases, after sale service etc.

6. Cost of Bidding.

6.1 The Bidding Documents will be available from the date of publishing of the IFB and will be available up-to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items.

7.1 A Bidder is not allowed to bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder shall apply for the complete LOT. Partial items BID will not be entertained.

The Bidding Procedure

8. The Governing Rules.

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

9. Applicable Bidding Procedure.

- 9.1 The bidding procedure is governed by Rule 06 Para (2) 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.

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

Single Stage, One Envelope Procedure (Rule 2(a) KPPRA 2014)

- i) The proposal shall be clearly marked on the outer side "technical and financial proposals" as the case may be.
- ii) Only the OEM or its Authorized Distributors/Dealers may participate in the tender for each LOT. (General order suppliers will not be entertained).
- iii) The vendor will ensure that the equipment is acquired from the original manufacturer and is procured through proper channel as advised by the original manufacturer.
- iv) NTN, Sales Tax Department & Khyber Pakhtunkhwa Revenue Authority registration certificates as per the applicable government regulation, shall be provided in the proposal.
- v) Manufacturer Authorization Letter from the OEM in the name of KPRA.
- vi) Two percent (02%) Bid Security of the total bid cost must be accompanied with the tender document in the shape of call deposit from scheduled bank of Khyber Pakhtunkhwa in the favour of DG KPRA.
- vii) The bidder shall submit an affidavit that it has never been blacklisted.
- viii) Rate quoted must include Income Tax and other taxes according to Government rules.
- ix) The Bid will be opened by Purchase Committee in presence of representative bidders who choose to be present on the occasion, in the office of the Director Admin, Khyber Pakhtunkhwa Revenue Authority.
- x) In case Government announces a public holiday or unforeseen circumstances arise on the date of submission and opening of bid documents then same will be opened on the next working day.

The Bidding Documents

10. Contents of the Bidding Documents

- 10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet (BDS)
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Evaluation Criteria
 - (f) Schedule of Requirements
 - (g) Technical Specifications/Sample Size & Ancillary Services
- 10.2 The "Invitation for Bids (IFB)" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.
- 10.3 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 shall be at the Bidder's risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

- 11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Bid Data Sheet (BDS). The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

- 12.1 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(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s).
- 12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.
- 12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

13. Language of Bids.

- 13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English. 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 English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. Documents comprising the Bids.

- 14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.
- 14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the Bid Data Sheet (BDS), ancillary services that the bidder is willing or required to provide along with the proposed price.

15. Bid Price.

- 15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, it proposes to supply under the Contract.
- 15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.
- 15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- 15.4 The Bidder is required to offer a competitive price which must include all the taxes, levies, duties, prescribed price and any other price as mentioned in the Bid Data Sheet (BDS) where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.
- 15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
- 15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional or alternate offer shall also be considered as non-responsive Bid.

- 15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies.

- 16.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet**.

17. Documentation on Eligibility of Bidders.

- 17.1 Bidder shall furnish, as part of its bid, the Bid Form provided in Part-Two: Section IV of the Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 17.2 Technical Bid Proformas provided in Part-Two: Section IV of the Standard Bidding Documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS)**.
- 17.3 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 an eligible bidder as defined under ITB Clause 3 of these Standard Bidding documents above.

18. Documentation on Eligibility of Goods.

- 18.1 The Bidder shall furnish, as part of its bid the Bid Form provided as in Part-Two: Section IV of these Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

19. Bid Security.

- 19.1 The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value as mentioned in the **Bid Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.
- 19.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the Performance Security/Guarantee.
- 20.3 The bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity;
- Or
- (b) in the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

20. Bid Validity.

- 20.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a period shorter than the one prescribed in the **Bid Data Sheet (BDS)** shall be rejected by the Procuring Agency as non-responsive.
- 20.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- 20.3 Bidders who,-
agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

21. Format and Signing of Bids.

- 21.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- 21.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.
- 21.3 The original 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. The person or persons signing the bid shall initial all pages of the bid form.
- 21.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 21.5 Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

Submission of Bids

22. Sealing and Marking of Bids.

- 22.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.
- 22.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference No. Indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Bid Data Sheet (BDS) for opening of Bids.

22.3 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 as "**non-responsive**" or "**late**".

22.4 If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 23.1 to 23.3 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

23. Deadline for Submission of Bids

23.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**

23.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

25. Withdrawal of Bids

25.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids.

25.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

Opening and Evaluation of Bids

26. Opening of Bids by the Procuring Agency.

26.1 All bids received, shall be opened by the Procuring Agency publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the Bid Data Sheet.

- 26.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.
- 26.3 All Bidders in attendance shall sign an attendance sheet.
- 26.4 The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 specifically Rule 37.
- 26.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.
- 26.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder
- 26.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/ Procurement Committee shall record a statement giving reasons for return of such bid(s).

27. Clarification of Bids.

- 27.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The 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.

28. Preliminary Examination.

- 28.1 The Procuring Agency shall 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.
- 28.2 In the financial bids the arithmetical errors shall be rectified on the following basis.
 - a) 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.
 - b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- 28.3 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.
- 28.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes

of this clause, 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 Applicable Laws, Taxes, stamp code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. 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.

- 28.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

29. Evaluation of Bids.

- 29.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.
- 29.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs).
- 29.3 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.
- 29.4 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.

30. Qualification of Bidder

- 30.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.
- 30.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 30.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
- 30.4 The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/

warehousing system/ practices by a team of experts for assessment, if it deems necessary.

- 30.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 30.6 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification, as Bidder was false and materially inaccurate or incomplete.

31. Announcement of Evaluation Report

- 31.1 The Purchaser may announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

32. Rejection of Bids

- 32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- 32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking ITB Clause 32.1 above towards Bidders who have submitted bids.
- 32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

33. Re-Bidding

- 33.1 If the procurement entity has rejected all bids under Rule 47, it may call for a re-bidding. Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 (Rule-48).
- 33.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

34. Contacting the Procuring Agency.

- 34.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

- 34.2 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. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

35. Acceptance of Bid and Award Criteria.

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Standard Bidding Documents and having the lowest evaluated responsive bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

36. Procuring Agency's Right to vary quantities at the time of Award.

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

37. Notification of Award.

- I. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of section 31 of the act in these rules.
- II. The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
- III. The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014

38. Limitation on Negotiations.

- I. 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.
- II. 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.

39. Negotiations shall not be used to:

- Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- 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

40. Signing of Contract.

- I. After the completion of the Contract Negotiations the Purchaser shall send the Bidder the Contract Agreement Form provided in Part-Two: Section IV of these Standard Bidding Documents, incorporating all agreements between the Parties.
- II. Within ONE week of receipt of the Contract Agreement Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.
- III. Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Purchaser accepting a bid may file an application for review.
- IV. If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or call for new bids.
- V. The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the Bid Data Sheet (BDS) and by the terms and conditions mutually agreed in the contract.

41. Performance Guarantee.

- I. On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (10% of the total items' quoted price) Rule 21 of Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified in the Bid Data Sheet (BDS), on the Form and in the mannered prescribed by the Procuring Agency in Part-Two: Section-IV of these Standard Bidding Documents.
- II. The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.
- III. Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

Part-One

General Conditions of Contract (GCC)

Table of GCC Clauses

Sr. No	Terms	Page No.
1	Definitions	24
2	Application	24
3	Source of import	25
4	Standards	25
5	Use of Contract Documents and Information; Inspection & Audit by Client	25
6	Patent Rights	26
7	Performance Security	26
8	Submission of Samples	26
9	Ensuring Storage Arrangements	27
10	Inspections and Tests	27
11	Packing	27
12	Delivery and Documents	28
13	Insurance	28
14	Transportation	28
15	Incidental Services	28
16	Spare Parts	29
17	Warranty	29
18	Payment	29
19	Prices	29
20	Change Orders	30
21	Contract Amendments	30
22	Assignment	30
23	Subcontracts	30
24	Delays in the Supplier's Performance	30
25	Liquidated Damages & Penalties	31
26	Termination for Default	32
27	Force Majeure	32
28	Termination for Insolvency	33
29	Termination for Convenience	33
30	Arbitration & Resolution of Disputes	33
31	Governing Language	34
32	Applicable Law	34
33	Notices	34
34	Taxes and Duties	34

General Conditions of Contract (GCC)

1. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">(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.(d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the KPRA, 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.
2. Application	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>

3. Source of Import	3.1	All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
	3.2	For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
4. Standards	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
	4.3	If the Supplier provide substandard item and fails to provide the fresh supply, the payment of risk purchase the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling 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.
	5.2	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	6.1	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. Performance Security	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.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms: (a) a Bank Guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser; or (b) a cashier's or certified check.
	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		Before commencing supplies, the Supplier shall provide samples free of cost other than the imported items, 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		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 02 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.
10. Inspections and Tests	10.1	The Purchaser or its representative shall have the right to inspect 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.
	10.3	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. Delivery and Documents	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	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		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		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		<p>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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(c) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(d) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
17. Warranty	17.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC .
	17.2	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.
	18.2	The currency of payment shall be Pakistan Rupee.
19. Prices		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	<p>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:</p> <ul style="list-style-type: none"> (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 (d) the Services to be provided by the Supplier.
	20.2	<p>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.</p>
21. Contract Amendments		<p>No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.</p>
22. Assignment		<p>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.</p>
23. Subcontracts		<p>The Supplier shall not be allowed to sublet and award subcontracts under this Contract.</p>
24. Delays in the Supplier's Performance	24.1	<p>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.</p>

	24.2	<p>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.</p>
<p>25. Liquidated Damages & Penalties</p>	24.3	<p>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.</p> <p>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.</p> <p>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.</p>

<p>26. Termination for Default</p>		<p>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:</p> <ul style="list-style-type: none"> (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. <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p><i>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.”</i></p>
<p>27. Force Majeure</p>	<p>27.1</p>	<p>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 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, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.</p>

	27.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall 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.
	27.3	Unless Purchaser informs the Supplier in writing of its agreement 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.
28. Termination for Insolvency		The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, 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.
29. Termination for Convenience	29.1	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 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.
	29.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: <ul style="list-style-type: none"> (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) 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.
30. Arbitration and Resolution of Disputes	30.1	The Purchaser and the Supplier 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.

	30.2	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. Governing Language		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.
32. Applicable Law		This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
33. Notices	33.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC .
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes, Duties & Levies	34.1	All taxation, duties and levies etc., whether International, Federal, Provincial or Local, shall be borne by the Supplier.

PART-TWO

VARIABLE CONDITIONS OF CONTRACT

SECTION-I: Procurement Specific Provisions

1. Invitation for Bids (IFB).....	36
2. Bid Data Sheet (BDS).....	37
3. Special Conditions of Contract (SCC).....	40

SECTION-II: Evaluation and Qualification Criteria

Technical Evaluation Criteria.....	43
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List of **Items & Lots**

SECTION-III: Schedule of Requirements.....49

1. Supply Schedule: Annex-A	51
2. Price Schedule submitted by the Bidder: Annex-B	54
3. Purchaser's Notification of Award: Annex-C	54
4. Purchase Order: Annex-D	55
5. Payment Schedule: Annex-E	56

SECTION-IV: Standard Forms57

(i) Bid Cover Sheet	
(ii) Bid Form-1: Letter Of Intention	
(iii) Bid Form-2: Affidavit	
(iv) Bid Form-3(A): Eligibility of Bidders & Goods	
(v) Bid Form-3(B): Manufacturer's Authorization Form	
(vi) Bid Form-4: Firm's Past Performance	
(vii) Bid Form-5: Price Schedule	
(viii) Bid Form-6: Performance Guarantee	
(ix) Draft Contract Agreement Form	

SECTION-V: Eligible Countries75

Invitation for Bids (IFB)

For purchase & installation of Rack Mounted Server, Laptops & UPS for FY 2018-19

1. Director General, Khyber Pakhtunkhwa Revenue Authority (KPRA) Phase 3 Chowk, near Railways Track, Hayatabad, Peshawar invites sealed bids under National Competitive Bidding from reputed/registered national and international manufacturers or their Authorized Agents for procuring high quality items for the financial year 2018-19.
2. Bidding shall be conducted through **Single Stage–One Envelope** Bidding Procedure comprising a single package as per KPPRA Rules-2014.
3. Tender documents along with schedule of requirements can be collected from the office of undersigned on any working day till closing date i.e. 14th May 2019. The same can be downloaded from the official website of KPRA i.e. www.kpra.gov.pk
4. The bids shall reach to the Office of the undersigned through registered Dak or Courier Services and by hand on or before **14/05/2019 at 11:30AM**. 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 **12:00 PM** in the office of DG, KPRA. Bid submitted after due date & time shall not be entertained.
5. The bid must be accompanied with Bid Security @ 2% of the bid value in the shape of Pay Order (PO) / Demand Draft (DD) or Call Deposit Receipt (CDR) in the name of in the name of the undersigned.
6. The bidders shall submit an undertaking in their Technical Bids that the requisite Bid Security is included in their Financial Bid. A bid having no undertaking attached with technical bid will summarily be rejected. Late bids will be treated as non-responsive.
7. Bids shall be quoted in Pak Rupees and on FOR basis inclusive taxes where applicable.
8. Bidders are required to offer most competitive lowest rate of their items inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules. The bid must be valid up to 90 days from date of opening of the bid.
9. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014

Director General,
Khyber Pakhtunkhwa
Revenue Authority (KPRA)
Phone # 091-9239065

Part-Two
Section I: Procurement Specific Provisions
Bid Data Sheet

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number	KPRA, NIT/IT Equips/2018-19
ITB Clause 2.1	Name of Client & source of funds	<i>Director General Revenue Authority, Khyber Pakhtunkhwa Peshawar</i>
ITB Clause 3.1	Name of Goods	Rack Mounted Server, Laptops & UPS
ITB Clause 3.2	Qualification requirements for eligible bidders	Manufacturer/ OEM/ Authorized Dealer only
ITB Clause 6.1	Commencement date of provision of Bidding Document	28/04/2019
ITB Clause 6.1	Closing date of issuance of Bid documents	14/05/2019
ITB Clause 7	Bidding for Selective Items / Lots	LOT-wise / Selective Items will not be considered.
ITB Clause 9.1	Bidding procedure	Single Stage One Envelope Rule 06 (2a) of KPPRA Rules 2014
ITB Clause 11.1	Clarification(s) on Bidding Documents	Director Admin, KPRA, Peshawar
ITB Clause 13	Language of bid	English
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	Quotations shall be submitted for Lot-1 and Lot-2 as mentioned in Annex-1, of the Standard Bidding Documents.
ITB Clause 15.4	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
ITB Clause 16	Currency of Bid	PKR
ITB Clause 18	Name of the Bid Form (Primary documents)	BID COVER SHEET BID FORM 1: Letter of Intention BID FORM 2: Affidavit BID FORM 3(A): Eligibility of the Bidders & Goods BID FORM 3(B): Manufacturer's Authorization BID FORM 4: Price Schedule BID FORM 5: Performance Guarantee
ITB Clause 20	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the bid price in the name of DG, KPRA

ITB Clause 21	Bid validity period	<u>90</u> days
ITB Clause 24	Last date and time for the receipt of bidding document	13/05/2019 till 5:00pm
ITB Clause 27	Date, time and venue of opening of technical bids	DG, KPRA Head Office @ Phase 3 Chowk, near Railways Track, Hayatabad, Peshawar
ITB Clause 40.5	Duration of Contract	One Year
ITB Clause 41.1	Performance Guaranty / Performance Security	The Performance Security shall be 10% of the total contract price quoted or as desired by the Authority at the time of LOA and it shall be submitted in the name of DG, KPRA

Special Conditions of Contract

Table of Clauses

1. Definitions (GCC Clause 1).....	40
2. Country of Origin (GCC Clause 3).....	40
3. Standards regarding Performance & Coinformance.....	40
4. Performance Security (GCC Clause 7)	40
5. Inspections and Tests (GCC Clause 10).....	40
6. Packing (GCC Clause 11)	40
7. Delivery and Documents (GCC Clause 12).....	41
8. Insurance (GCC Clause 13).....	41
9. Warranty (GCC Clause 17)	41
10. Payment (GCC Clause 18).....	42
11. Liquidated Damages & Penalties (GCC Clause 25).....	42
12. Resolution of Disputes (GCC Clause 30)	42
13. Governing Language (GCC Clause 31)	43
14. Applicable..Law...(GCC Clause 33).....	43
15. Notices (GCC Clause 34).....	43

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (c)—The Goods are: **Rack Mounted Server, Laptops & UPS.**

GCC 1.1 (g)—The Purchaser is: Director General KP Revenue Authority, **Khyber Pakhtunkhwa**

GCC 1.1 (h)—The Supplier is: _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in **Part Two: Section V** of the Standard Bidding Documents, “Eligibility for the Provisions of Goods, Works, and Services.”

3. Standards (GCC Clause 4)

GCC 4.1 — The quoted product, at the time of delivery, shall conform to the standards as prescribed in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

4. Performance Security (GCC Clause 7)

GCC 7.1 — The amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent of the Contract Price**

[The following provision shall be used in the case of Goods having warranty obligations.]

GCC 7.4 — After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

5. Inspections and Tests (GCC Clause 10)

GCC 10.3—Inspection and tests of goods and drugs / shipment of Goods and at final acceptance is as follows: **Final Acceptance by the DG KPRA on recommendation of Procurement Committee KP Revenue Authority**

6. Packing (GCC Clause 11)

Applicable as required by the Purchaser.

7. Delivery and Documents (GCC Clause 12)

GCC Clause 12.1—Delivery of the intended items in the Divisional Offices of KPRA located in the Khyber Pakhtunkhwa province and it shall be **30 Days** for local items and **90 Days** for imported items

GCC 12.2—*In case of Import or as required otherwise, upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:*

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (vi) Certificate of origin.

GCC 12.2— *Applicable Delivery Mode: **Delivered Duty Paid (DDP) of Incoterms 2011***

8. Spare Parts (GCC Clause 16)

After sale service with spare parts shall be 12 months or as per international standard from the Manufacturer (if applicable.)

10. Warranty (GCC Clause 17)

GCC 17.2—**Warranty as per standard.** The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10,

or

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.07% per day** or **0.5%** per week up to a maximum of **10%** of the total Contract price.

11. Payment (GCC Clause 18)

GCC 18.1- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in **Pak. Rupees** through **crossed cheque** in the following manner:

100 percent of the Contract Price of the Goods shall be *paid to supplier within **thirty (30) days** after delivery & inspection by the Inspection Committee of intended goods at destination or, in case of any import, through irrevocable confirmed letter of credit opened in favor of the Supplier* for supplying in Client's country, upon submission of documents specified in GCC Clause 12.

100% payment shall be made as a one-time payment after the delivery, installation, inspection and Acceptance Certificate issued by the Client.

In case of an import, payment of local currency portion shall be made in Pak Rupees within **thirty (30) days of presentation of claim** supported by a **Certificate from the Purchaser** declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

12. Liquidated Damages (GCC Clause 25)

GCC 25.1—Applicable rate: **0.5% per week** or **0.07% per day of the total Contract price**
Maximum deduction: **≤ 10% of the total contract amount.**

13. Disputes Resolution (GCC Clause 31)

GCC 31.3- The dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

14. Governing Language (GCC Clause 31)

GCC 31.1—The Governing Language shall be: **English**

15. Applicable Law (GCC Clause 32)

GCC 32.1-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**

16. Notices (GCC Clause 33)

GCC 33.1—Purchaser's address for notice purposes:

Director General, Revenue Authority

Telephone(s): +92-91-9239065
Email: dd.admin@kpra.gov.pk

Supplier's address for notice purposes: _____

17. Duties, Taxes & Levies (GCC clause 34)

The Unit price quoted by the bidder shall be: **inclusive** of all duties, taxes & levies.

Section 11
Schedule of Requirements (SOR)

LOT-1

Rack Mounted Server with Installation

S. No	Items	Detailed Specifications		Qty
1	High End Rack Mounted Server (US & European Brands Only)	Server Form Factor	2U Rack Mount Server	1
		Chassis	Minimum 16SFF	
		Processor	Dual Intel Xeon-Gold 6130 (2.1GHz/16-core/120W) Processor	
		Number of Processors	Two processors with standard heatsink	
		Memory	256 GB RDIMM 2R 2666 MT/s (8x32 GB)	
		Network Controller	1Gb Ethernet 4-Port Adapter	
		Storage Controller	Internal 2GB Controller with Built-in Smart Storage Battery	
		Hard Drive	8 x 800GB SAS SSD 12G Write Intensive SFF (2.5in) SC 3yr Wty 2 x 400GB SSD SAS Mixed used 12G or Above	
		Optical Drive	Built-in	
		Riser Ports/Cards	Should support, adequate/standard riser slots/ports for additional adapter cards.	
		Power Supply	2 x 750W Hot Pluggable Power Supply	
		Fans	4 - Standard	
		Management	OEM Management Tool	
		Rail Kit	SFF Easy Install with Cable Management Arm	
		Cords	2 X Long Jumper Cord, C13-C14	
		Operating System Support	Windows Server 2012 R2 (Most Recent Version), Windows Server 2016 (Most Recent Version), VMware ESXi 6.0 U3, VMware ESXi 6.5 and U1 upon release, CentOS, Red Hat Enterprise Linux (RHEL) 6.9 and 7.3, SUSE Linux Enterprise Server (SLES) 11 SP4 and 12 SP2, Canonical Ubuntu, ClearOS	
		Warranty	3-year parts, 3-year labor, 3-year onsite support with next business day response.	
Other Mandatory Requirements	Vendors are encouraged to comply following: <ul style="list-style-type: none"> • No re-furbished equipment will be 			

			<p>acceptable as delivery/supply</p> <ul style="list-style-type: none"> • No Express configuration allowed to be partially imported with local parts supplied and included. • Complete warranty and parts of supplied can be verified against Service Tag online. 	
2	Virtualization Licenses	VMware	VMware vSphere standard edition (latest Version) for 2 processors with 03-year support and subscription	1
3	Microsoft Windows Server	Standard Edition	Windows Server Standard edition Core 2019 SNGL OLP 2Lic GOV NL CoreLic Qlfd (x16) Along with 5 CALs	1
4	Microsoft SQL Server	Enterprise Edition	Microsoft SQL Server Enterprise edition Core 2017 SNGL OLP 2Lic GOV NL CoreLic Qlfd (x4)	1

LOT-2

Core i7 Laptops & 1 KVA UPS

S. No	Items	Detailed Specifications		Qty
1	Core i7 Professional Notebook PC (US & European Brands only)	Category	Latest Generation Professional Notebook PC	26
		Processor	8th Generation Intel® Core™ i7-8550U (1.8 GHz base frequency, up to 4 GHz with Intel® Turbo Boost Technology, 8 MB cache, 4 cores) with Intel UHD Graphics 620 OR Equivalent	
		RAM	8 GB DDR4-2400 SDRAM (1 x 8 GB)	
		Hard Drive	512GB SSD	
		Display	Screen Size 15.6", diagonal FHD UWVA anti-glare flat LED backlit (1920 x 1080) Display	
		Webcam	HD webcam with dual-microphone array for video conferencing	
		Audio	Integrated Stereo Speakers & Dual Array Microphone	
		Keyboard	Full-size island-style backlit keyboard with numeric keypad	
		Wireless Connectivity	Intel Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) WiFi with Bluetooth 4.2 Combo OR Equivalent	
		External Ports	HDMI 1.4b, USB 3.1 Type-C, USB 2.0 (powered port), USB 3.1 Gen 1, VGA, RJ-45, AC power, Headphone/microphone combo jack	
		Graphics	Nvidia 2GB Graphics Card, Integrated Switchable	
		Battery	Minimum 3-cell, Long Life 48 Wh Lithium-ion Battery	
		Operating System	Windows 10 Professional (64-Bit)	
		Carrying Case	OEM Carry Case	
Warranty	01 Year local Warranty including battery			
Other Mandatory Requirements	Vendors are encouraged to comply following: <ul style="list-style-type: none"> • No re-furbished equipment will be acceptable as delivery/supply • No Express configuration allowed to be partially imported with local parts 			

			<p>supplied and included.</p> <ul style="list-style-type: none"> Complete warranty and parts of supplied can be verified against Service Tag online. 	
2	Core i7 (2 in 1) Notebook PC (US & European Brands Only)	Category	Latest Generation Convertible Touch Screen Notebook PC	04
		Processor	Intel® Core™ i7-8550U (1.8 GHz base frequency, up to 4 GHz with Intel® Turbo Boost Technology, 8 MB cache, 4 cores)	
		Memory	16 GB DDR4-2400 SDRAM	
		Hard Disk	512GB PCIe® NVMe™ M.2 SSD	
		Display	15.6" diagonal 4K IPS micro-edge WLED-backlit touch screen with Corning® Gorilla® Glass	
		Operating System	Windows 10 Professional (64-bit)	
		Webcam	HD webcam with dual-microphone array for video conferencing	
		Graphics	NVIDIA® GeForce® MX150 (2 GB GDDR5 dedicated) OR Equivalent	
		Audio	Integrated Stereo Speakers & Dual Array Microphone	
		Keyboard	Full-size island-style backlit keyboard with numeric keypad	
		Wireless Connectivity	Intel® Dual Band Wireless-AC 9260 802.11a/b/g/n/ac (2x2) and Bluetooth® 5 Combo OR Equivalent	
		External Ports	USB Type-C™ Thunderbolt™ 3, USB 3.1 Type-C™ Gen 1, USB 3.1 Gen 1, HDMI, headphone/microphone combo, multi-format SD media card reader	
		Battery	6-cell, 84 Wh Lithium-ion Battery	
		Carrying Case	OEM Carry Case	
		Warranty	01-year local warranty including battery	
Other Mandatory Requirements	<p>Vendors are encouraged to comply following:</p> <ul style="list-style-type: none"> No re-furbished equipment will be acceptable as delivery/supply No Express configuration allowed to be partially imported with local parts supplied and included. Complete warranty and parts of supplied can be verified against Service Tag online. 			

3	1 KVA UPS for Desktop Computers (US & European Brands Only)	<u>Output</u>		40
		Output Power Capacity	600Watts / 1.0kVA	
		Max Configurable Power (Watts)	600Watts / 1.0kVA	
		Nominal Output Voltage	230V	
		Output Frequency (not synced)	50/60 Hz +/-1 Hz	
		Topology	Line Interactive	
		Waveform type	Stepped approximation to a sine wave	
		Transfer Time	6ms typical: 10ms maximum	
		AVR	Yes	
		Output Power Cable	At least two output power cables should be included.	
		<u>Input</u>		
		Nominal Input Voltage	230V	
		Input frequency	50/60 Hz +/- 5 Hz (auto sensing)	
		Input Connections	IEC-320 C14	
		Cord Length	1.52meters	
		Number of Power Cords	1	
		Batteries & Runtime	12V 9Ah	
		Battery type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte: leak proof	
		Expected Battery Life (years)	3 – 5	
		Energy Use/Efficiency	97.4% efficient at 100% load	
		<u>Communications & Management</u>		
		Control panel	LED Status display with On Line: On Battery	
		Audible Alarm	Alarm when on battery: distinctive low battery alarm: Overload continuous tone alarm:	
		<u>Environmental</u>		
		Operating Temperature	0 – 40 °C	
		Operating Relative Humidity	0 – 90 %	
		Audible noise at 1 meter from surface of unit	40.0dBA	
		<u>Conformance</u>		
Approvals	CE			
<u>Sustainable Offer Status</u>				

		RoHS	Compliant	
		REACH	REACH: Contains No SVHCs	
		Warranty	1 Year Standard Warranty of UPS & Batteries.	
		Other Mandatory Requirements	<p>Vendors are encouraged to comply following:</p> <ul style="list-style-type: none"> • No re-furbished equipment will be acceptable as delivery/supply • No Express configuration allowed to be partially imported with local parts supplied and included. • Complete warranty and parts of supplied can be verified against Service Tag online. 	

List of Mandatory Documents for Eligibility.

S. No	Mandatory Requirements
1	Valid Income Tax Registration Status = At Active Tax Payer List (ATL) with FBR
2	Valid General Sales Tax Registration: Status = At Active Tax Payer List (ATL) with FBR
3	Valid Registration with Khyber Pakhtunkhwa Revenue Authority/Relevant Provincial Sales Tax Authorities
4	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.
5	Manufacturer Authorization Letter from OEM in the name of the Purchaser.
6	Responsiveness & Compliance to the Statement of Eligibility/technical specifications/ to be procured.

Supply Schedule:

Annex-A

A) For Imported Goods:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	90 days	90 days
With penalty @ 0.067 % per day after 90 days of Purchase Order	30 days	120 days

B) For Local Goods:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	30 days	30 days
With penalty @ 0.067 % per day after 30 days of Purchase Order	15 days	45 days

Note: *The total delivery period include opening of Letter of Credit (if any), transportation from manufacturer's destination to the Purchaser's Country Port, custom clearance and inland transportation from Purchaser's Port to the end destination (districts). Installation, commissioning, test-run, relevant staff training and initial maintenance are NOT included in the delivery period. However, payment to the supplier will be subject to satisfactory report by the Inspection Team.*

b). Liquidated Damages / Penalty

- i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any destination, the entire amount of Performance Guaranty/ Security shall be

- forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
 - v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.
 - vi) Extension in the delivery period (if any) will be considered by the Purchaser on case to case basis and strictly in accordance with Rule 35(2) of KPPRA Procurement of Goods, Works and Services Rules, 2014.

c) Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract, if applicable.

- i) **Transportation**: Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- ii) **Insurance**: All insurance charges will be borne by the supplier.
- iii) **Custom Clearance**: Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.
- iv) **Installation**: Supplier will install the equipment at the designated place of work, free of charge, give test-run and if required, will impart on job training.
- v) **Test-Run / Commissioning**: Equipment will be subjected to test-run after commissioning.
- vi) **Staff Training**: Where required, on job training to be provided to working staff on the equipment to be supplied / installed.
- vii) **Initial Maintenance**: Supplier will be responsible for initial maintenance of the equipment (repair and parts), for THREE complete years starting from the date of installation/test-run.
- viii) **Availability of Spare Parts and Consumables**: Supplier will guaranty through reliable means, acceptable to Purchaser, prompt and easy availability of spare parts & consumables for the period of FIVE years (apart from initial three years as in clause **vii** above), on reasonable rates.
- ix) **After Sales Service**: Supplier will provide free after sales service from trained and qualified technical staff, free of charge for EIGHT complete years (including three years with parts as mentioned above in clause **vii**), after the date of installation / test-run.

d) Warranty

The supplier / original manufacturer will provide comprehensive warranty (on Judicial Paper) of free after sales service, maintenance, replacement of parts, and working of the

equipment for **three years** from the date of installation/test-run. Post warranty maintenance contract for another **five years**, including after sales service with parts, rates (companies to offer percentage (%)) of the contract value in the technical bid as mentioned in clause A & B of the evaluation sheet of the bidding document. Warranty and post warranty maintenance contract rate shall be acknowledged from the original manufacturer regardless of change of local authorized dealer.

e) Additional instructions (If applicable)

- i. Please clearly indicate the country of origin, wholly or parts, etc.
- ii. Indicate place/port of shipment.
- iii. Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer.
- iv. Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment.
- v. Comprehensive training of working of the equipment and normal /minor repair, trouble-shooting will be arranged by the supplier/ manufacturer, for at least two working staff, (doctor/technician) at the manufacturers location, prior to shipment / installation (for complex and high tech equipment).

Annex. B

Price Schedule submitted by the Bidder.

(The approved price schedule submitted by the Bidder will be attached)

Annex. C

Purchaser's Notification of Award

(Copy of the final letter will be attached)

Purchase Order.
(Specimen Sample of Purchase Order)



Name of the Head.....
Name of Office.....
GOVERNMENT OF KHYBER PAKHTUNKHWA

1	Purchase Order No	
	Date	
2	Firm Name	
3	Firm's Address	
4	Firm Contact No	
5	Conditions of the Contract:	As already communicated in the Standard Bidding Document
6	Particulars of Stores:	As per detail given below

Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR) (Inclusive of all duties, taxes & levies)

Additional instructions (if any):

- 1.
- 2.
- 3.

Signature Authorized Staff

Payment Schedule

(Payment to the Suppliers will be made against satisfactory performance and upon submission of required documents along with report of inspection committee formulated for the purpose. However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here)

SECTION-IV

STANDARD FORMS

BID COVER SHEET

BID FORM 1: Letter of Intention

BID FORM 2: Affidavit

BID FORM 3(A): Eligibility of the Bidders & Goods

BID FORM 3(B): Manufacturer's Authorization

BID FORM 5: Price Schedule

BID FORM 6: Performance Guarantee

Contract Agreement Template

BID FORM 1

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract :{ Add name e.g. Supply of Computers, Laptops, Fax Machine Items etc}

To: ***[Name and address of Procuring Agency]***

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. ***[insert numbers & Date of individual Addendum]***, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are 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 undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 &19 of the bidding documents.

Dated this ***[insert: number]*** day of ***[insert: month]***, ***[insert: year]***.

Signed:

In the capacity of ***[insert: title or position]***

Duly authorized to sign this bid for and on behalf of ***[insert: name of Bidder]***

BID FORM 2

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 Goods that we propose to supply under this contract are eligible goods within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 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.
- 8) The undersigned has no dispute anywhere in the province regarding supplies.
- 9) The undersigned agree to give warranty with repair and parts for 03 years and after sale service without parts for 02 years.(Total services for 05 years, the firm will be bound to do so in the larger public interest in order to give maximum benefit to the masses by making the equipment/instruments operational for a maximum period of time).

We affirm that the contents of this affidavit are correct 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.

BID FORM 3(A)

Name of the Firm
 Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Goods

Required Documentation (To Be Filled by the Procuring Agency)	Checklist ⁴ (To be initialed by the Bidder against each document)	Relevant Page Number ⁵ in the Bid (To be filled by the Bidder)	Supporting Documents ⁶ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
Letter of Manufacturer's authorization			
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
KPRA Certificate			
Letter of Intention			
Affidavit			
Original Receipt of issuance of Bidding Documents			

⁴ Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

⁵ Bidders are required to mention the exact page number of relevant document placed in the Bid.

⁶ Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

BID FORM 3(B)

MANUFACTURER'S AUTHORISATION⁷

To: *[Name &Address of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]* who are established, reputable & successful in bidding process *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. *[Reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature:-----.

Designation:-----

Official Stamp:-----

⁷ This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM 4

Price Schedule (To be provided to the Procuring Entity)

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal to the .

Name of the Firm:

Bid.Ref.No:

Date of opening of Bid.

S. No.	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any)	Final Total Price (Inclusive of all taxes)
1	2	3	4	5	6	7
				3*4		5-6
1						
2						
TOTAL						

A) FINAL TOTAL PRICE: -----

B) DISCOUNT⁸:-----

C) FINAL QOUTED PRICE: -----
(C=A-B)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

⁸ If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

BID FORM 5

Performance Guarantee

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 _____, 201

Signature and Seal of the Guarantors/ Bank

Address
Date

CONTRACT AGREEMENT

THIS CONTRACT is made at _____ on _____ day of 2019, between The Director General, KP Revenue Authority (KPRA), Government of Khyber Pakhtunkhwa, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s *(firm name)* a firm registered under the laws of Pakistan and having its registered office at *(address of the firm)* (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for procurement of goods (drugs and medicines), in pursuance whereof M/s *(firm name)* being the Manufacturer/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas, the Purchaser has accepted the bid by the Supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

2. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. General Conditions of Contract (**GCC**)
 - b. Special Conditions of Contract (**SCC**)
 - c. Schedule of Requirements. **Annex- A**
 - i) Supply Schedule
 - d. Price Schedule submitted by the Bidder. **Annex- B**
 - e. Purchaser’s Notification of Award. **Annex- C**
 - f. Purchase Order. **Annex-D**
 - g. Performance Security **Annex-E**
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
3. **Term of the Contract:** This contract shall remain valid for *[Duration]* from the date of signing, unless amended by mutual consent.
4. The Supplier declares as under:
 - i. *[Name of the Supplier]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Government of Khyber Pakhtunkhwa or any administrative subdivision or agency thereof or any other entity owned or

Controlled by it (Government of Khyber Pakhtunkhwa) through any corrupt business practice.

- ii. Without limiting the generality of the foregoing, [the Seller/ Supplier] 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.
- iii. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. *[The Supplier]* 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 right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* 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 Procuring Agency.
- vi. 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).

5. Items to be Supplied & Agreed Unit Cost:(i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

(ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specifications (Annex B) prescribed by the Purchaser against each item

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- (i) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all
 - (ii) taxation and costs associated with transportation and other agreed incidental costs.

6. Payments: The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specifications in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. Mode of Payment: All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

8. Payment Schedule: All payments to the Supplier shall be made in accordance with the SCC & agreed Payment Schedule at Annex: F of Part-II: Section-III of the Standard Bidding Documents, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.

9. Performance Guarantee: (i) The Supplier, within 07 days upon the receipt of Purchase Order and upon signing the Unit Rate Contract (selected items as mentioned in the Contract in annexure) shall provide to the Purchaser a Performance Security equivalent to 10% of the total Contract amount on the prescribed format (Bank Guarantee) and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

10. Penalties/ Liquidated Damages.

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of delivered portion of supplies shall stand cancelled.

ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/Security to the extent of un-delivered portion of supplies shall be forfeited.

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- iii) If the Supplier fails to supply the whole consignment and not able to deliver to any district, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be debarred minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.07% per day of the cost of late delivered supply shall be imposed upon the Supplier.
- VI) The raw material source and grade be clearly shown and accordingly the same be used in all supplies; if found changed anywhere in supply of the same product, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees
- VII) The rate offered should be less than/equal to anywhere quoted in same financial year. If anywhere quoted less, the firm/supplier will be liable for black-listing for all its products and forfeiting all its call deposits and performance guarantees
- VIII) The Authority buying units/items and the manufacturers / suppliers are bound to make sure the receipt of copy of Supply Order to the DG, KPRA for consolidation of total supplies along with amount in PKR issued.

Those who did not fulfill the above criteria's are liable to be proceeded against and be black listed

11. **Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

Director General, Revenue Authority
Tel: +92 (091) 9239065

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed: For the Purchaser.

Signature: _____
Name: _____
Designation: _____

**Signed/ Sealed: For the Manufacturer/
Authorized Agent.**

Signature: _____
Name: _____
Designation: _____

Witnesses:

SECTION-V

Eligible Countries

Section VI: Eligible Countries

Country Eligibility for the Provision of Goods, Works and Services

As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

1. As a matter of law or official regulation, **the Purchaser's Country prohibits commercial relations with that Country**, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
 3. By an Act of Compliance with a **Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations**, the Purchaser's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of Purchasers and bidders, at the present time firms, goods and services from ***the following countries are excluded*** from this bidding:
- **Israel**