



Government of Khyber Pakhtunkhwa Finance Department

**Bid Solicitation Documents
(BSD)**

For National Competitive Bidding (NCB)

For

**Procurement of Furniture, IT Equipment, Office Appliances
(Plant & Machinery), Software & Hardware**

FOR THE YEAR 2022-23

PART ONE (UNCHANGEABLE)

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

PREFACE

These Bidding Documents have been prepared for use by Procuring Entities and their implementing agencies in the procurement of Goods through National Competitive Bidding (NCBs) under Rule (06) The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

In order to simplify the preparation of bidding documents for all procurement, the Bidding Documents are grouped in two parts based on provisions, which would remain the same for all the related procurements and that which are specific for each procurement Provisions, which are intended to be used un-changed are in **Part one**, which includes

Section I, Instructions to Bidders (ITB), and
Section II, General Conditions of Contract (GCC).

Data and provisions specific to each procurement and contract are included in **Part Two** which is further organized into six sections. **Sections I, II, III, IV, and V**, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while **Section VI** is about **Sample Forms**.

This is Part one, which is fixed and contains provisions, which are to be used, unchanged. Each section is prepared with notes intended only as information for the Procuring entity or the person drafting the bidding documents. They shall not be included in the final documents.

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Part One – Section 1

Instructions to Bidder

Notes on the Instructions to Bidders:

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring entity. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contain provisions that are to be used unchanged. Part Two Section II (Bid Data Sheet) consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each/every procurement

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

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Instructions to Bidders

A. Introduction

1. Scope	1.1	Additional Secretary Admin Finance Department, Khyber Pakhtunkhwa invites 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 Finance Department, Government of Khyber Pakhtunkhwa with Bid Reference Number for the procurement activity as mentioned in Bid Data Sheet (BDS).
Source of funds	1.2	The Client as mentioned in Bid Data Sheet.
2. Eligible Bidders	2.1	This Invitation for Bids is open to all eligible bidders from eligible source as defined in the The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the Past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity 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 this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent entity of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014
3. Corruption and Fraud	3.1	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”
	3.2	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.
4. Eligible Goods & Services	4.1	All goods and related services to be supplied under the contract Shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the Contract will be limited to such goods and services.
	4.2	For purposes of this clause, —origin means the place where the Goods are mind, grown, or produced, or the place from which the Related services are supplied. Goods are produced when, through manufacturing, processing, or

		substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	4.3	The origin of goods and services is distinct from the nationality of the Bidder.
5. Cost of Bidding	5.1	The Bidder shall bear all costs associated with the preparation and Submission of its bid, and the Procuring entity named in the Bid Data Sheet, hereinafter referred to, as —the Procuring entity, will in no case be responsible or liable for those costs, regardless of the Conduct or outcome of the bidding process.
6. Bidding Modality	6.1	The bidder can apply for single or multiple package/es. The contract shall be awarded on the basis of award criteria given in Bid Data Sheet in compliance of section 2 (c) (i) of the KPPRA Act 2012. The bid will be evaluated item wise, in each package and not the total price of each package or all packages. Financial proposal for each package will be submitted separately,

B. The bidding procedure

7. The Governing Rules	7.1	The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014
8. Applicable Bidding Procedure	8.1	The bidding procedure is governed by Rule 06(2)(b) KPPRA Rules, 2014. Bidders are advised also to refer to the Bid Data Sheet (BDS) to confirm the Bidding procedure applicable in the present bidding process.
	8.2	<p>The bidding procedure prescribed in the Bid Data Sheet is explained below:</p> <p>Single Stage, Two Envelope Procedure: Rule 6(2)(b) KPPRA 2014</p> <p>The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal;</p> <p>The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion and clearly mentioned each package in printed form.</p> <p>Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.</p> <p>The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Entity without being opened;</p> <p>The Procuring Entity shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;</p> <p>During the technical evaluation no amendments in the technical proposal shall be permitted;</p> <p>The financial proposals of bids shall be opened in the presence of the bidders or their representatives who chose to attend at a time, date and venue to be announced and communicated to the Bidders in advance;</p> <p>After the evaluation and announcement of the technical proposal the Procuring Entity shall at a time within the bid validity period, open the financial proposals of the technically accepted bids only, in the presence of the bidders or their representatives who chose to attend. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective</p>

		<p>Bidders;</p> <p>The cumulative total score based on technical score and financial score obtained by each bidders will be calculated and the ranking of the bids will be made in order to determine the highest ranking fair bid; and</p> <p>The bid found to be the highest ranking fair bid in accordance with section 2 (c) (i) read with section 31 of the KPPRA Act 2012 shall be the best evaluated bid and will be considered for award of contract.</p>
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C. The bidding Documents

9.Content of Bidding document	9.1	<p>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:</p> <p>(a) Instructions to Bidders (ITB)</p> <p>(b) Bid Data Sheet (BDS)</p> <p>(c) General Conditions of Contract (GCC)</p> <p>(d) Special Conditions of Contract (SCC)</p> <p>(e) Evaluation Criteria</p> <p>(g) Schedule of Requirements (List of Required Items& its specifications)</p> <p>(h) Technical Specifications/Sample Size& Ancillary Services</p> <p>(i) Sample Forms & Schedules</p>
	9.2	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 9.1 above
	9.3	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
10. Clarification of Bidding document	10.1	A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Entity in writing at the Procuring Entity's address indicated in the Bid Data Sheet (BDS). The Procuring Entity 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 Entity'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.
11. Amendments in Biding Documents		At any time prior to the deadline for submission of bids, the Procuring Entity, 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).The purpose of pre-bid meeting is to clarify the functional requirements of the Procuring agency and the feedback from the bidders so offered. This is in line with the general principles of procurement as enunciated under section 03 of the KPPRA Act 2012
		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
		In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.

D. Preparation of Bid

12. Language of Bid	12.1	All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submission 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.
13. Documents Comprising of Bid	13.1	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.
	13.2	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.
14. Bid Price	14.1	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.
	14.2	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.
	14.3	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.
	14.4	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.
	14.5	The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Entity.
	14.6	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, Optional or alternate offer/bid shall also be considered as non-responsive Bid.
	14.7	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.
15. Bid Currency	15.1	Prices shall be quoted in the currency as mentioned in the Bid Data sheet(BDS)
16. Sample	16.1	The Bidder shall provide samples of quoted goods along-with the bid at his own cost and in a quantity prescribed by the Procuring Entity in Part-Two: Section III of these Standard Bidding Documents.
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 Entity'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	20.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the Performance Security/Guarantee. 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 Entity. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Entity as non-responsive.
	20.2	The Procuring Entity 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 Entity'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 Bid	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 Entity 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 bid

22. Sealing & Marking of Bid	22.1	The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion Similarly, the Bidder
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		shall seal both the proposals/bids in one single envelop . The said two envelopes shall then be sealed in an outer envelope and mention the name of cluster in printed form
	22.2	The inner and outer envelopes shall: (a)be addressed to the Procuring Entity 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 envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “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 Entity shall assume no responsibility for the bid’s misplacement or premature opening.
23.Dead line for submission of Bid	23.1	Bids must be submitted by the Bidder and received by the Procuring Entity 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 Entity 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 Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
	23.3	Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.
24.Withdrawal of bid	24.1	The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for opening of bids.
	24.2	No bid may be withdrawn in the period between deadlines for submission of bids i.e. when bids are opened 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

25.Opening of Bids by the Procuring Entity	25.1	All bids received, shall be opened by the Procuring Entity publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the Bid Data Sheet .
	25.2	The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.
	25.3	All Bidders in attendance shall sign an attendance sheet.
	25.4	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.
	25.5	The Procuring Entity shall have the minutes of the Bid opening (technical and when applicable financial) recorded.
	25.6	No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder
	25.7	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).
26. Clarification of Bids	26.1	During evaluation of the bids, the Procuring Entity 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.
27. Preliminary Examination.	27.1	The Procuring Entity 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.
	27.2	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.
	27.3	The Procuring Entity 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.
	27.4	Prior to the detailed evaluation, the Procuring Entity 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, stip 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 Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	27.5	If a bid is not substantially responsive due to the matters concerning to 29.4 above, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
28. Evaluation of Bids.	28.1	The Procuring Entity shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.
	28.2	All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs).
	28.3	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.
	28.4	A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.
29. Qualification of Bidder	29.1	The Procuring Entity, 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.
	29.2	Such qualification shall only be laid down after recording reasons thereof in

		writing. They shall form part of the records of that procurement proceeding.
	29.3	The Procuring Entity 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.
	29.4	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 Entity deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Entity may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.
	29.5	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 Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
	29.6	The Procuring Entity 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.
30. Announcement of Evaluation Report	30.1	The Procuring entity shall 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.
	30.2	The bidders will be given an opportunity to file a complaint at the stage of announcement of technical evaluation report as provided in rule 45 of the KPPRA rules. The bidders who have been aggrieved at the stage of technical evaluation can submit a complaint in writing to the head of procuring entity for correction and rectification, if any. Once financial bid is opened, the right to file a complaint rest with only those bidders who have been technically responsive in compliance with rule 03 of Grievance Redressal Rules 2017
31. Rejection of Bids	31.1	The Procuring Entity may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Entity 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.
	31.2	The Procuring Entity 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.
32. Re-Bidding	32.1	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).
	32.2	The Procuring Entity 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.
33. Contacting the Procuring Entity	33.1	Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Entity 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 Entity, it should do so in writing
	33.2	Any effort by a Bidder to influence the Procuring Entity 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		
34. Acceptance of Bid and Award Criteria	34.1	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 best 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.
35. Procuring Entity's Right to vary quantities at the time of Award	35.1	The Procuring Entity 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. The, Quantity, price of the item, the quality parameters/specifications and duration of the contract shall be finalized at this stage.
	35.2	The minimum quantity is as indicated in statement of requirement (SOR) of the bid solicitation documents in tentative only, the procuring entity shall however reserve the right to procure, or not to procure or to procure more than approximate quantity of items as reflected in Statement of Requirement.
36. Notification of Award.	36.1	Prior to the expiry of the period of bid validity, the Procuring Entity shall notify to the successful Bidder in writing that its bid has been accepted under Rule 46 of Procurement Rules 2014 in conformity with provision of section 31 of the Act <i>ibid</i> .
	36.2	The notification of award shall constitute the formation of the Contract between the Procuring Entity and the successful Bidder
	36.3	The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014
37. Limitation on Negotiations.	37.1	Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to technical, contractual or logistical details
	37.2	Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final): <ol style="list-style-type: none"> 1. minor alterations to technical details, such as the scope of work, the specification or drawings; 2. minor amendments to the Special Conditions of Contract; 3. finalization of payment schedule and ancillary details; 4. mobilization arrangements upon consent of procuring entity; 5. agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Entity; 6. the proposed methodology or staffing; 7. inputs required from the Procuring Entity; 8. clarifying details that were not apparent or could not be finalized at the time of bidding; 9. The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.
38. Negotiations shall not be used to	38.1	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
39. Signing of Contract	39.1	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 FIVE working days of receipt of the Contract Agreement Form, the

		<p>successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.</p> <p>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 but this right is reserved only to the bidder who was technically responsive at the time of financial bid opening.</p> <p>IV If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract or reluctant to submit the performance guarantee then its Bid Security shall stand forfeited. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or call for new bids.</p> <p>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.</p>
40.Performance Guarantee	40.1	<p>On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee for a percentage amount (10% of the quoted price which can also be in the form of (8+2)) 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 manner prescribed by the Procuring Entity in Part-Two: Section-IV of these Standard Bidding Documents.</p> <p>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.</p> <p>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 Entity may award the contract to the next lowest evaluated bidder or call for new bid.</p>
41.Integrity Pact	41.1	<p>The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten (10) million. Failure to such Integrity Pact shall make the bidder non-responsive</p>

Part One - Section II.

General Conditions of Contract

Notes on the General Conditions of Contract (GCC)

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section-III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

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General Conditions of Contract

1. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>a.—The Contract means the agreement entered into between the Procuring entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b.—The Contract Price means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>c.The Goods means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring entity under the Contract.</p> <p>d.The Services means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>e.GCC means the General Conditions of Contract contained in this section.</p> <p>f.SCC means the Special Conditions of Contract.</p> <p>g.The Procuring entity means the organization purchasing the Goods, as named in SCC.</p> <p>h. The Procuring entity’s country is the country named in SCC.</p> <p>i.The Supplier means the individual or firm supplying the Goods and Services under this Contract.</p> <p>j.The Project Site, where applicable, means the place or places named in SCC.</p> <p>k.Day means calendar day.</p>
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Country of Origin	3.1	All Goods and Services supplied under the Contract shall have their Origin in the countries and territories eligible under the rules and Further elaborated in the SCC.
	3.2	For purposes of this Clause, —origin means the place where the Goods were mined, grown, or produced, or from, which the Services are supplied. Goods are produced when, through manufacturing, Processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its Components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards		The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity 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 Procuring entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Supplier's performance under the Contract if so required by the Procuring entity.
	5.4	The Supplier shall permit the Procuring entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring entity, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring entity 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 Procuring entity's country.
7. Performance Security	7.1	Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring entity the Performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring entity 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 Procuring entity and shall be in one of the following forms: A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring entity; or A cashier's check or certified check.
	7.4	The performance security will be discharged by the Procuring entity 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. Inspections and Tests	8.1	The Procuring entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring entity. SCC and the Technical Specifications shall specify what inspections and tests the Procuring entity requires and where they are to be Conducted. The Procuring entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to The inspectors at no charge to the Procuring entity.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
	8.4	The Procuring entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	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.
	9.2	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, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring entity.
10. Delivery and Documents	10.1	The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the Goods. The details of shipping and/or other documents to be furnished by the Supplier are Specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been Delivered; hence insurance coverage is seller's responsibility.

12. Transportation	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring entity's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: Performance or supervision of on-site assembly and/or start-up of the supplied Goods; Furnishing of tools required for assembly and / or maintenance of the supplied Goods; Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any
		warranty obligations under this Contract; and e. Training of the Procuring entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	14.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: Such spare parts as the Procuring entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and In the event of termination of production of the spare parts: i. Advance notification to the Procuring entity of the pending termination, in sufficient time to permit the Procuring entity to procure needed requirements; ii. Following such termination, furnishing at no cost to the Procuring entity, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising From design, materials, or workmanship (except when the design and/or material is required by the Procuring entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring entity.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring entity may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring entity's request for bid validity extension, as the case may be.
	18.1	The Procuring entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring entity; The method of shipment or packing; The place of delivery; and/or The Services to be provided by the Supplier.
18. Change Orders	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring entity's change order.

19. Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. However the covenants of the contract shall be qualified in SCC relating to the issues arising out in contract Administration phase in line with GCC at the time of award of contract
20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform Under this Contract, except with the Procuring entity's prior written consent.
21. Subcontracts	21.1	The Supplier shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring entity in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Supplier's notice, the Procuring entity 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 amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon
		Pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1	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 Procuring entity 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 Procuring entity may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default	24.1	<p>The Procuring agency, 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> <p>If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity pursuant to GCC Clause 22; or</p> <p>If the Supplier fails to perform any other obligation(s) under the contract. if the Supplier, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:</p> <p>—Corrupt practice, means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>—Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non -competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	<p>In the event the Procuring entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be Liable to the Procuring entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
25. Force Majeure	25.1	<p>Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under</p>
	25.2	<p>For purposes of this clause, —Force Majeure means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>
	25.3	<p>If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
26. Termination for Insolvency	26.1	<p>The Procuring entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or Otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or Will accrue thereafter to the Procuring entity.</p>

27. Termination For Convenience	27.1	The Procuring agency, 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 be for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	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 Procuring entity at the Contract terms and prices. For the remaining Goods, the Procuring entity may elect: to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	The Procuring entity 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.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the Specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring entity's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring entity.



Government of Khyber Pakhtunkhwa Finance Department

Bid solicitation Documents

For National Competitive Bidding Pakistan

For

**PROCUREMENT OF FURNITURE, IT EQUIPMENT, OFFICE
APPLIANCES (PLANT & MACHINERY) HARDWARE & SOFTWARE
FOR THE YEAR 2022-23**

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Eligibility
- Technical Specifications
- Sample Forms

NOTE

The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions, which the Bidder or the Supplier should follow.

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Part Two
Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) has been issued as an advertisement in leading newspapers of general circulation in the Province of Khyber Pakhtunkhwa as well as on the web site of the Finance Department (www.finance.gkp.pk) by allowing at least fifteen days for NCB for bid preparation and submission.

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids also indicates the important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) so that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids is incorporated into these Standard Bidding Documents (SBDs). The information contained in the Invitation for Bids (IFB) conforms to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION FOR BIDS
PROCUREMENT OF FURNITURE, IT EQUIPMENT, OFFICE APPLIANCES (PLANT & MACHINERY), HARDWARE & SOFTWARE FOR FINANCE DEPARTMENT, KHYBER PAKHTUNKHWA

1. The Additional Secretary Admin Finance Department, Civil Secretariat, Peshawar invites Sealed Bids under National Competitive Bidding from company/firms/Manufacturers/authorized dealers/ for Procurement of Furniture, IT Equipment, Office appliances (Plant & Machinery) Hardware & Software, for the financial year 2022-23.
2. Bidding shall be conducted through Single Stage –Two Envelopes as per The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. The firm/s are bound to provide complete information of the bidder along with its postal as well as valid email address and phone number/s on each of the respective envelope.
3. The bid documents are uploaded on official website of Finance Department as well as KPPRA. The interested bidders can download the bid documents from the official website: www.finance.gkp.pk. The detail terms & conditions are available in BSDs.
4. A Pre-bid meeting will be held on 04.11.2022, at 11:00 AM, in conference Room of Finance Department, Civil Secretariat, Peshawar. The bidders are requested to thoroughly study the Standard Bidding Documents before the pre-bid meeting for any clarification of their queries during the said meeting.
5. Interested Bidders must submit sealed bids to Office of the Section Officer (Admin) Finance Department, Civil Secretariat, during office hours on or before 02:00 PM, 11.11.2022, which will be opened on the same day at 02:30 PM in the presence of those bidders or their representatives, who choose to attend the process. Bid submitted after 02:00 PM sharp and places other than the mentioned one shall not be entertained and shall be returned unopened.
6. Mandatory Bid Security / Earnest Money amounting 2% of the price of quoted bid from each bidder's account in the name of undersigned is required to be submitted along with the Bid within its sealed envelope.
7. Bid must be computer typed & printed and the offered bid price must be written both in words & figures, however if mentioned in words shall be appreciated. Quotations with cutting and/or overwriting shall not be accepted to the extent of that particular quoted item having cutting / overwriting / erasing. An authorized person of the bidder / firm shall sign & stamp all pages of the bid. The same shall also contain product details in the form of original catalogue / brochures, if applicable.
8. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

Additional Secretary (Admin)
Government of Khyber Pakhtunkhwa,
Finance Department, Civil Secretariat, Peshawar
(Phone # 091-9212613)

Section II. Bid Data Sheet

BID DATA SHEET

ITB Ref.	Detail
ITB 1.1	Name of Procurement Agency of Government of Khyber Pakhtunkhwa Finance Department, government of Khyber Pakhtunkhwa
ITB 1.1	Loan or Credit or Project allocation Number & Amount Budget allocated under relevant head for the year 2022-23
ITB 1.1	Name of Project Procurement of Furniture , IT Equipment, Office appliances (Plant & Machinery), Hardware & Software for the year 2022-23
ITB 1.1	Name of Contract Procurement of Furniture , IT Equipment, Office appliances (Plant & Machinery), Hardware & Software for the year 2022-23
ITB 4.1	Additional Secretary Admin Finance Department, Khyber Pakhtunkhwa
ITB 6.1	Additional Secretary Admin Finance Department, Khyber Pakhtunkhwa, Civil Secretariat Peshawar Tel No: 091-9210613-9210074 Fax No:
ITB 8.1	Language of the bid English
Bid Price and Currency	
ITB 11.2	Price quoted shall be: Pakistan Rupees (Rs.)
ITB 11.5	The price shall be fixed and quoted prices shall be valid up-to 90 days
Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. Manufacturers, Partner & authorized/ sole agents /Authorized dealers / sole distributors
10	Spare parts required for period of years of Operation: Not Applicable
ITB 15.1	Amount of bid security. Bid security shall be @ 2% of bid value. The Bid security shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security will result in bid rejection summarily.
ITB 16.1	Bid validity period. 90 days from the date of opening of bids
ITB 17.1	Number of copies. One (original bid)
ITB 18.2 (a)	Address for bid submission. Section Officer (Admin) Finance Department, civil Secretariat, Peshawar. 091-9210074
ITB 18.2 (b)	IFB title and number. Procurement of Furniture , IT Equipment, Office appliances (Plant & Machinery), Hardware & Software for the year 2022-23 IFB Number : SO(ADMIN)/1-1/FD/Tender-001
ITB 19.1	Deadline for bid submission. 11.11.2022, 02:00 PM

ITB 19.3	Pre-Bid meeting with the bidders 04.11.2022, 11:00 AM
ITB 22.1	Time, Date, and Place for bid opening. Office of Additional Secretary Admin Finance Department, Khyber Pakhtunkhwa, Civil Secretariat Peshawar 12:00 PM Sharp. Monday, 11th November, 2022 Tel No: 091-9210613-9210074
Bid Evaluation	
ITB 23.1	Clarification of Bids The Procuring entity may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however no change in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman Procurement.
ITB 25.3	Criteria for bid evaluation Merit Point Evaluation The bid ranked highest in merit points obtained through and based on technical and financial evaluation will get award of contract. Bid will be evaluated item wise in each package and not on the total cost of each Package.
ITB 25.4 (d)	Cost of spare parts. Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring entity's Country Not Applicable
ITB 25.4 (f)	Operating and maintenance costs. Not Applicable
ITB 25.4 (g)	Performance and productivity of Not Applicable
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications As in section on Technical Evaluation of bids.
ITB 25.4 alternative	Specify the evaluation factors. Not Applicable
ITB 28.1	Award Criteria Section 2 (c)(i)
Contract Award	
ITB 29.1	Percentage for quantity increase or Decrease. The Numbers given in the schedule of requirements is tentative and can be increased or Decreased as per requirement of the PE within permissible limits under the rules
ITB 29.2	Performance Security Performance Security: 10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract

Section III. Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement & qualify 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: Furniture, IT Equipments, Office appliance (Plant & Machinery), Hardware, and Software,

GCC 1.1 (g) **The Procuring Entity is:** Additional Secretary (Admin) Finance Department, Khyber Pakhtunkhwa, Civil Secretariat, Peshawar

GCC 1.1 (i) The Supplier is: **The Individual or firm supplying Goods and Services under this Contract" and includes the following: Manufacturer, Authorized Agent, and Authorized Dealer.**

2. Sample Provision:

GCC 1.1 (j)—The Project Site is: Finance Department Civil Secretariat, Peshawar

When required, the Focal Person of the bidder will be informed on phone or through email to provide samples of the items in sufficient / required quantity for examination / analysis to the Finance Department Civil Secretariat or any other place notified by the Chairman Procurement Committee, at bidder's own risk and cost at the time and date communicated. The samples will be returnable and no payment shall be made to bidder / Focal Person on this account. Notified technical committee for sample shall evaluate the samples provided. No compensation will be paid for sample lost or destroyed in the examination process because of the nature. If sample are not claimed by unsuccessful bidder with six (06) months, they shall be forfeited to the Government.

3. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section.VI of the bidding documents Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement. The bidder will provide the details regarding country of origin, Model, Make, manufacturer, along with details of Manufacturing Units and mode of supply, shipment, and any other associated details of the component items and that of the quoted equipment. Bidders are bound to supply the equipment from quoted country of origin only.

4. Performance Security (GCC Clause 7)

GCC 7.1— 10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract

- 5. Standards (GCC Clause 4):** As mentioned in GCC clause 4.1.
- 6. Inspections and Tests (GCC Clause 8 and in accordance with the clauses of contract with the Procuring entity)**
- i. Technical Evaluation shall be conducted by the Procurement Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/relevant premises as per rent agreement or ownership etc. (Section-V - Technical Specification of the Part II of these SBDs) where applicable.
 - ii. IT Equipment, Plant & Machinery, Furniture etc supplied shall be examined and tested by a panel of experts of the Procurement Committee of the P.E for submission of technical report to the relevant forum for the needful.
 - iii. Any other appropriate method may be adopted by the Procurement Committee to assess & assure the quality of goods being purchased. The Procuring Entity reserves the rights to reject the quoted items/equipment at any stage before award of contract in case of any deviation from the standard specs.
- 7. Packing (GCC Clause 9)**
In accordance with the GCC Clause 9 as well as provided in the relevant clauses of contract agreement of Finance Department with the Supplier/s. (Forms Section)
- 8. Delivery and Documents (GCC Clause 10)**
Applicable Delivery Mode: Delivered Duty Paid (DDP) as per contract agreement of the Successful with the Procuring Entity
- 9. Warranty (GCC Clause 15)**
The Supplier shall provide warranty as per the terms and conditions of the Rate Contract Agreement with Procuring Entity
GCC 15.2—In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees 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 tests in accordance with SCC 4, or
 - b. Pay liquidated damages to the Procuring entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.
- GCC 15.4 & 15.5**—The period for correction of defects in the free warranty period is three years after installation with free parts and free services, including all incidental charges, and for the next two years for free services only without parts but with all incidental charges related to services provision on the site of installation

GCC 10. 3 —upon shipment, the Supplier shall notify the Procuring entity 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 Procuring entity:

- 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 nonnegotiable 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. Copies of the packing list identifying contents of each package;
- iv. Insurance certificate;
- v. Manufacturer’s or Supplier’s warranty certificate;
 - i. Inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report.
 - ii. Certificate of origin; and Custom clearing documents.

10. Payment (GCC Clause 16):

(i)GCC Clause 16 as well as under the terms and condition in Rate Contract Agreement with the Procuring entity, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller’s responsibility, for which they may arrange appropriate coverage. Payment shall be made in Pak. Rupees in accordance with the relevant and applicable government rules and regulations (ii)Payment shall not be made for partial and incomplete supply of goods.

11. Prices (GCC Clause 17)

- i. The bidder will not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.
- ii. In case the bid price is higher than estimated cost, the Procuring entity has the right to reject the bid and scrap the process without any liability.
- iii. In case of single bid after technical evaluation, the procuring entity may carry out the market analysis before issuing a letter of consent to the successful bidder.

13. Liquidated Damages (GCC Clause 23)

As in relevant clauses of the Contract Agreement signed by the Supplier with the Procuring entity, Penalties shall be imposed as per contract agreement and blacklisting & debarment guidelines of the department if the firm deviates from Contract Agreement. The penalty on late supply of goods will be charge @ 1% for 15 days delay and 2% for delay beyond 15 days.

- 14. Disputes Resolution (GCC Clause 28)**
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**.
- 15. Bid Tie.**
In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the rate contracting will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder).if technical and financial score are the same, the contract may be awarded to both firms.
- 16. Governing Language (GCC Clause 29)** The Governing Language shall be: **English**
- 17. Applicable Law (GCC Clause 30)**
The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:
- i. The KPPRA Act 2012, The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 and prevailing regulations etc.
 - ii. The Contract Act 1872.
 - iii. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the relevant laws, rules and regulations pertaining to budgeting & financial management of public fund.
 - iv. The Bonded Labor System (Abolition) Act of 1992.
 - v. The Factories Act 1934.
 - vi. Company Act 2017.
 - vii. The Arbitration Act, 1940.
- 18. Notices (GCC Clause 31)**
GCC 31.1—Procuring Entity address for notice purposes: Additional Secretary (Admin) Finance Department, Civil Secretariat, Peshawar.
Tel: 091-9212613-9210074
Supplier’s address for notice purposes: As mentioned in their bidding document
- 19. Duties & Taxes (GCC clause 32)**
The Unit price quoted by the bidder shall be: **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Purchasing Agency.
- 20. Legal Documentary Proof**
The bidder must possess valid legal enforceable exclusive authorization from the Foreign/Local Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods. Bidders shall establish all legal documentaries proofs where required/ ask by the procurement cell.
- 21. Ineligibility for Corrupt and Fraudulent Practices**

Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

22. Letter of Authorization

The Authorized agent shall have to produce Exclusive letter of embassy attested authorization / Sole Entity Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or joint venture/ consortium/ alliance of the local Sole agents/manufacturers. In case of imported products, the authorization shall be attested from the embassy of Pakistan in the country of manufacturing or embassy of the manufacturing country in Pakistan. Bidders shall provide letter of authorization from foreign/local Manufacturers whose shall not be in the process of winding up/liquidations.

23. Technical Staff and Tools

The Bidder should have strong engineering background and necessary tools/ testing equipment, trained staff for the goods required after sales services.

24. Minor Deviation

The Procuring Entity may waive off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder. Any item other than quoted and approved shall not be supplied to procuring entity without intimation to Project Director and Supply shall be subject to clearance from Procurement Committee.

25. Deviation from critical Provision

Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation form technical proposals and thus the bid will be declared as Non-responsive. Any model supplied other than quoted and approved will be considered as deviation/ forgery and will be rejected straightaway at the cost and risk of the supplier.

26. Prevailing Rules, Regulation and Policies

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.

27. Alternate Bid

As per KPPRA Act & Rules made there under, However, alternate bid / conditional bid will be treated as non-responsive and will be rejected.

28. After Sale Service

Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning.

29. Testing and Calibration

The firm must have all kind of testing and calibration equipment, which is required to maintain the products, which they are dealing. The list of all required testing

equipment would be provided along with the bid. The available testing equipment must be calibrated. The successful bidders shall provide complete technical annual and operation manual to the in charge of central workshop Peshawar all regional workshops.

30. Manufacturer Official Website

In case of IT Equipment the quoted model of imported product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete/ redundant and will straight away be rejected.

31. Inspection the Premises

The Procuring Entity has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details (if required).

32. Opening of the Financial Proposals

After technical evaluation is completed, the Procuring Entity shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.

33. Incomplete and Conditional Bids

Incomplete/ Conditional bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. No conditional bid in term of Technical/Financial bid will be entertained and the bidder will straight away be disqualified.

34. Bidders Influence

Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing, if Procuring entity so desires. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

35. Quantity Variation

The Procuring Entity reserves the right at the time of Contract award to increase or decrease the quantity of goods as per permissible limits under the Rules 2014 originally specified in Schedule of Requirements without any change in unit price or other terms and conditions.

36. Technical Bid Submission Vis-à-vis Format.

The bidders will quote the technical bids on the format/ Form given in the sample form.

Technical Bid Quotation Form / Vis-à-vis

Name of Equipment / Item:	
Model:	
Make:	
Country of Origin:	
Category of equipment / item:	
S. No in SBDs:	
Comparative of Required Specification and Quoted Specification	
Required Specification (Project)	Quoted Specification of the bidder

Section IV. Schedule of Requirements

As detailed elsewhere in this document, 2 % of bid security of the total bid value shall be submitted by each bidder. The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 and these Revised Standard Bidding Documents.

- All certifications (i.e Manufacturer authorization, ISOs, CE MDD,)and data/ documents shall be valid. Committee may carry out the verifications on or before awardof contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be entertained.
- Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of the firm / quoted items.
- **Bid will be evaluated item wise in each lot.**
- The Procuring entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier’s capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
- The Procuring Entity has the right to inspect (if needed) the premises of bidder to inspect the setups ensuring proper after sales services, verify documents (if needed) mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured throughownership/or Rent agreement.
- The Unit price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All pricesshall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring entity.
- Any reservations on BSD including criteria, specifications etc (if any) shall be submitted in writing in the Pre-bid meeting by authorized person/representative of the firm during the period of Pre Bid.
- It is pertinent to mention that 70% marks in technical bid will be considered as technically qualified bidder.

Furniture (Lot-I)

Description	Quantity	Delivery Time
SOFA SET	30	30 days
COMPUTER TABLE (2*4)	40	30 days
EXECUTIVE TABLE 7*305 (F)	30	30 days
OFFICER TABLE 6*3 (F)	40	30 days
OFFICE TABLE SET 5*3(F)	30	30 days
CENTER TABLE SET	25	30 days
EXECUTIVE CHAIR	50	30 days
REVOLVING CHAIR	200	30 days
VISITER CHAIR	200	30 days
ALMIRA (STEEL)	50	30 days
CABINET RACK	50	30 days
SIDE RACK	60	30 days
COAT HANGER	20	30 days

IT EQUIPMENTS (LOT-II)

Description	Quantity	Delivery Time
COMPUTER	20	90 days
LAPTOP	15	90 days
PRINTER simple	15	90 days
PRINTER 3IN1	20	90 days
PRINER (COLOR)	6	90 days
UPS 1000VA FOR COMPUTER	15	90 days
COMPUTER LED 32"	08	90 days
Multimedia Projector	02	90 days
REGISTERED ANTI VIRUS	20	90 days
WINDOW 11 REGISTERED	30	90 days
MS OFFICE latest	30	90 days
Registered Data Recovery Software	05	90 days
MOUSE	200	90 days
KEY BOARD	200	90 days
WIRELESS KEY BOARD MOUSE	150	90 days
EXTERNAL HARD DISC 2TB	20	90 days
INTERNAL HARD DISC 1TB	20	90 days
USB 16 GB	200	90 days
USB 32 GB	150	90 days
USB 64 GB	100	90 days

(PLANT & MACHINERY) LOT-III

Description	Quantity	Delivery Time
REFERIGERATOR (SMALL)FOR ROOM	05	90 days
REFERIGERATOR (LARGE)	02	90 days
SPLIT AC DC INVERTOR (1 TON)	06	90 days
SPLIT AC DC INVERTOR (1.5 TON)	08	90 days
GREEZER (GAS+ELECTRIC 2IN1)	08	90 days
CEILING FAN	12	90 days
EXHAUST FAN	15	90 days
BRACKET FAN	12	90 days
HEATER	30	90 days
WATER DISPENSER WITH BOTLE	12	90 days
ELECTRIC WATER COOLER	10	90 days
MICRO WAVE OVEN	08	90 days
LED TV 55"	06	90 days
LED TV 40"	05	90 days
INTERNAL TELEPHONE EXCHANGE	02	90 days
Ordinary Telephone Set	20	90 days

Furniture Specifications

S.No	Item	Specification
1	Sofa Set Five Seater	Fully Upholstered with best quality foam and leatherette. Inner structure made of solid acacia wood.
2	Computer Table 2x4	UV super high glass sheet, System cabinet, file draws, Key board
3	Executive Table 7x3.5	Structure made of veneer pressed & leatherette wrapped on particle board + solid wood & imported inlay pressed + polish finish
4	OFFICER Table 6x3	UV super High Glass sheet, Three Draws with lock with Side Rack
5	OFFICE Table 5*3	UV super high glass sheet, Three draws with lock
6	Centre Table Set	UV super high glass sheet. Three piece
7	Executive Chair	"BLACK mesh upholstery, adjustable headrest, adjustable lumbar support, adjustable arm with PU Pad, recline back with multi-function mech, adjustable recline tension, nylon high base, PU castor., Imported Brand
8	Revolving Chair	Structure made of nylon seat & plywood back upholstered with best quality foam & fabric + arms in PP + revolving reclining PU gas lift mechanism pedestal
9	Visitor Chair	Structure Solid wood lifetime foam leatherette
10	Almirah Steel	Standard Size, 18 gauge
11	Cabinet Rack 6x4	Solid wood, lock, 3 shelves
12	Side Rack	Top: UV high Glass Fronts: Standard Size
13	Coat Hanger	Standard Size Solid Wood

S#	SPECIFICATION OF IT EQUIPMENTS
1	Laptop Intel® Core™ i7(11th Generation) Memory 8 GB DDR4 ,512 GB SSD, Display: 13.3” (Full HD Screen) WITH PEN, X360- Touch Screen Wireless Connectivity: Intel 2x2 802.11a/b/g/n WLAN + Bluetooth with WiFi HD Webcam, USB, Bluetooth, Battery, Finger Print, Backlit Keyboard Charger, Original Carrying Case , License Windows 11 with media
2	Branded Desktop Computer Processor Intel Ci7 (11 th Generation) Hard Disk 1TB, 256 GB SSD NVME, RAM 8GB, Intel Chipset, Hardware base security in BIOS Keyboard, Mouse, Wifi, LED 19.5”, License Windows 11 with Media
3	Printer 3 in 1 Functions: Print, scan, copy Print Speed: Up to 20 pages per minute (ppm) Resolution: Black (best): Up to 1,200 x 1,200 dpi; Black (normal): 600 x 600 dp Memory: Standard: 128 MB Processor speed: 600 MHz Connectivity (standard) :Hi-Speed USB 2.0 port; Built in WIFI
4	Printer Laser Jet Print speed: Black (normal, A4): Up to 38 ppm; Black (normal, letter): Up to 40 ppm; Print resolution: Black (best): HP Fast Res 1200; Black (fine lines): Up to 1200 x 1200 dpi Duplex Printing: Automatic, Processor speed: 1200 MHz Memory: Standard/Maximum: 256 MB, Standard connectivity: 1 Hi-Speed USB 2.0; 1 Host USB; 1 Gigabit Ethernet 10/100/1000T network, WIFI
5	Printer Color Laser Jet Print speed: Black (A4, normal): Up to 27 ppm; Black (letter, normal): Up to 28 ppm; Black (A4, duplex): Up to 24 ipm; Black (letter, duplex): Up to 25 ipmColor (A4, normal): Up to 27 ppm; Color (letter, normal): Up to 28 ppm; Color (A4, duplex): Up to 24 ipm; Color (letter, duplex): Up to 25 ipm,Print Resolution: Black (best) 600 x 600 dpi, Up to 38, 400 x 600 enhanced dpi; Black (normal) 600 x 600 dpi, Up to 38, 400 x 600 enhanced dpi Colour (best): 600 x 600 dpi, Up to 38, 400 x 600 enhanced dpi; Color (normal): 600 x 600 dpi, Up to 38, 400 x 600 enhanced dpi, Processor speed: 1200 MHz, Memory: Standard/Maximum: 256 Mb Standard connectivity: 1 Hi-Speed USB 2.0 port; 1 host USB at rear side; built-in Gigabit Ethernet 10/100/1000 Base-TX network port; 1 Wireless 802.11b/g/n/2.4/5 Ghz Wi-Fi radio
6	Ups 1kva For Desktop Pc Ups 1kv Back Up Time 10 To 15 Minutes On Full Load, (Dry Battery)
7	Multimedia Projector With Accessories In Box 4100 Lumens Or Higher, Lamp Life 3000 Hours Or Above, Higher Resolution, Connectivity Hdmi, Vga, Wireless Along With Connectivity Dongle, Slider Changer Device With One Year Warranty
8	Computer LED 32” Inches (Philips /Samsung or equivalent)
9	Register Anti -virus with Media Kit with one year activation
10	License Windows 11 Pro with DVD
11	MS OFFICE PRO 2021
12	Registered Data Recovery Software
13	Branded Mouse (A4Tech) or equivalent
14	Branded Key Board (A4Tech) or equivalent
15	Branded Wireless Mouse & warless keyboard (A4Tech or equivalent)
16	External Hard Drive 1 TB (Shock Proof) Transcend / Seagate or equivalent
17	External Hard Drive 2 TB (Shock Proof) Transcend / Seagate or equivalent
18	Branded USB of 16,32 & 64 GB (Kingston / Samsung or equivalent)

Specification of Plant & Machinery	
01	Refrigerator small for room INVERTER REFRIGERATOR 350 LITERS , 603 X 1511 X 595MM DIMENSION, DEPTH 688MM, WIDTH 555MM, HEIGHT 1545MM VOLTAGE REQUIREMENT: 100-240V , WARRANTY 5 YEARS COMPRESSOR
02	REFRIGERATOR LARGE SIZE REFRIGERATION (KITCHEN SIZE) 16 CUFT , HEIGHT 05, WARRANTY 5 YEARS COMPRESSOR
03	AC 1.5 TON (18000 BTU) AIR FLOW: 4 WAY , COOLING EFFECT: HEAT & COOL FUNCTION , ENERGY EFFICIENCY CLASS: 60% ELECTRICITY SAVING , HEATING: YES , NOISE LEVEL: ULTRA LOW NOISE CONTROL VOLTAGE: 150 V , INVERTER: YES , DISPLAY: LED DISPLAY , FUNCTION: HEAT & COOL DOUBLE LAYER CONDENSER.1.5 TON 1 YEAR LOCAL WARRANTY
04	AC 1 TON (Inverter 12000BTU) AIR FLOW: 4 WAY , COOLING EFFECT: HEAT & COOL FUNCTION ENERGY EFFICIENCY CLASS: 60% ELECTRICITY SAVING, HEATING: YES NOISE LEVEL: ULTRA LOW NOISE CONTROL , VOLTAGE: 150 V, INVERTER: YES, DISPLAY: LED DISPLAY, FUNCTION: HEAT & COOL, DOUBLE LAYER CONDENSER.1 TON 1 YEAR LOCAL WARRANTY
05	GREEZER (GAS+ELECTRIC 2 IN ONE) GREEZER 35 GALLON (2 IN ONE) GAS + ELECR TIC
06	CEILING FANS 56" INCH size: 56 inch (white color) , big air delivery, built in grill controller system, original Japanese ball bearing motor
07	EXHAUST FAN Exhaust Fan 12" Inch Size Copper With One Year Warranty
08	BRACKET FAN BRACKETD FAN 18" INCH SIZE COPPER WITH ONE YEAR WARRANTY
09	HEATER Rinnei Gas Heater / Auto Ignition/Auto On/Off Function/Doubal Plates
10	WATER DISPENSER Hot & cool water, child safety lock, energy efficient, easy to handle ,Water drip tray, glass wool insulation, warranty: one year local
11	ELECTRIC WATER COOLER Electric Water Cooler 35 Gallon Branded With 3 Years Compressor Warranty
12	MICROWAVE POWER OUT CAPACITY 1100W Capacity 40 liters, Product dimension Width 553w / depth 470 d/height 326 h, Power setting: mechanical rotary controls Rated input power (grill) 1200w, Warranty: one year local
13	Internal Telephone Exchange (Panasonic or equivalent) Trunk Call PTC 06 Nos, Extension 08/ 16 Nos, Master Consol Model , Built in UPS with Programming (Complete Installation included)
14	ORDINARY TELEPHONE SET (Best Quality) Ordinary Telephone Set With Built In CLI With Warranty
15	SMART 4K 55 & 40" INCH LED TV WITH ALL ACCESSORIES IN BOX 55" INCH ULTRA HD 4K LEDPRODUCT TYPE • ULTRA HDTV, SMART TV • UNIVERSAL BROWSE • CONNECT & SHARE 4K UHD PICTURE • PURCOLOR™ • ESSENTIAL CONTRAST • HDR • 4K UHD • GAME MODE • UHD ENGINE™ • MOTION RATE 120 • UHD DIMMING • CONTRAST ENHANCER, AUDIO • DOLBY® DIGITAL PLUS • 20-WATT 2 CHANNEL CONNECTIONS • 3 HDMI CONNECTIONS2 • 2 USB CONNECTIONS • 1 COMPONENT VIDEO INPUT (SHARED) • 1 COMPOSITE VIDEO INPUT (SHARED) • 802.11N BUILT-IN WI-FI • RS232 CONTROL (REQUIRES ADAPTOR)3 • OPTICAL AUDIO OUTPUT PORT , INCLUDED ACCESSORIES • STANDARD REMOTE, INDUSTRY CERTIFICATIONS • CTA 4K ULTRA HD CONNECTED DESIGN • CLEAN CABLE SOLUTION®1 • SLIM DESIGN • BEZEL COLOR: CHARCOAL BLACK • STAND COLOR: DARK GRAY

Mandatory Requirement

Firm Name: _____

Bid Reference No: _____

Mandatory Requirements		Mandatory / Important / ordinary
1	NTN and Sales Tax registration certificates copies, Audit Report of the last 02 years shall be provided in the proposal. Khyber Pakhtunkhwa Revenue Authority Registration / Certificate where applicable.	Mandatory
2	Certificate in Technical Proposal must be attached that 2% Call Deposit as stated in Bid Data sheet & BSD is attached in the Financial Proposal.	Mandatory
3	An affidavit to the effect that the bidder is not blacklisted with any Federal or Provincial entity. Moreover, only original/genuine items will be supplied by the supplier.	Mandatory
4	A Certificate must be attached showing that the equipment/supplies quoted by the bidders are imported through legal channel/(s) and no grey channel/smuggled product is quoted.	Mandatory

**TECHNICAL EVALUATION CRITERIA FOR LOT-I FURNITURE FOR THE
YEAR 2022-23**

Firm Name: _____

Bid Reference No: _____

S. No.	Description of Variables	Allocated Points
A	Product Evaluation Parameters	
1	Product General Information	
1.1	Ref. No of item in SBD Schedule of Requirement	
1.2	Name of equipment	
2	Conformance to the specification (30)	
2.1	Total compliance with specification given in statement of Requirement.	30
3	Warranty (10 marks)	
3.1	a. Anti-Termite Warranty for Two year provided as per requirements specified.	10
	b. Anti-Termite Warranty for One year provided as per requirements specified	05
	c. Anti-Termite Warranty for less than one year	00
4	Bidder's / firms Experience (10 marks)	
4.1	a. 05 supplies Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted.	10
4.2	b. 04 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	08
4.3	c. 03 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	06
4.4	d. 02 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	04
4.5	e. 01 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	02
4.6	f. For No submission "Zero" (0) score will be awarded.	00
5	Delivery Schedule (10)	
5.1	a. Delivery date confirmed within 30 days from award of contract.	10
5.2	b. Delivery date confirmed within 35 days from award of contract	06
5.3	c. Delivery date confirmed within 45 days from award of contract.	02
5.4	d. For Delivery date beyond 45 days "Zero" (0) score will be awarded.	00
6	Firm Financial Capabilities (08) marks)	
6.1	Audit report of last 1 year	03
6.2	Bank statement of last year	05
7	Workstations (02 Marks)	
7.1	Workstation in Peshawar	02
	Total Score	70

Technical Evaluation Criteria for the (IT Equipments, Plant & Machinery)
FY 2022-23

Firm Name: _____

Bid Reference No: _____

S. No.	Description of Variables	Allocated Points	
A	Product Evaluation Parameters		
1	Product General Information		
1.1	Ref. No of item in SBD Schedule of Requirement		
1.2	Name of equipment		
2	Conformance to the specification subject to the clearance on Sample test		
2.1	Fully compliance with the required specifications as per Statement of Requirement.	20	
3	Authorization Level (10 marks)		
3.1	Country Partner of the original manufacturer in Procuring Entity's Country	10	
3.2	Authorized Agent of the original manufacturer and / or its country partner in procuring entity's country.	08	
3.3	Authorized Dealer of the Country Partner in Procuring Entity's Country.	06	
4	Financial Capabilities of the firm (10)		
4.1	Audit Report for last 3 years	05	
4.2	Banks statement for last year	05	
4	After Sale Service (10 marks)		
4.1	Location of office	a. Established office within Peshawar.	05
		b. Established office within Khyber Pakhtunkhwa	03
		c. Established office outside Khyber Pakhtunkhwa within Pakistan	01
4.2	Availability of After Sale Service Facility	a. Established mechanical workshop facility within Peshawar.	05
		b. Established mechanical workshop facility within Khyber Pakhtunkhwa	03
		c. Established mechanical workshop facility outside Khyber Pakhtunkhwa within Pakistan.	01
5	Warranty (10 marks)		
5.1	a. Minimum Two-year Local Warranty for replacement of parts provided as per requirements specified.	10	
5.2	b. Minimum One Year Local Warranty for replacement of parts provided as per requirements specified.	05	
5.3	a. One-year International Warranty for replacement parts provided as per requirements specified.	02	
5.4	b. Less than One year Local or International Warranty for replacement parts provided.	00	
7	Bidder's / firms Experience (10 (60) marks)		
7.1	g. 05 supplies Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted.	10	
	h. 04 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	08	
	i. 03 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	06	
	j. 02 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	04	
	k. 01 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	02	
l.	For No submission "Zero" (0) score will be awarded.	00	
	Total Score (S. No 2+3+4+5+6+7)	70	

Financial Evaluation and Scoring System for Bids

(Maximum Allocable Marks Score = 30 marks)

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Entity and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal = 30

Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

Scoring Methodology:

Contract will be awarded to the best evaluated fair and responsive bidder whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these Standard Bidding Documents.

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proformas provided in these SBDs.

Procedure for the Marks Scoring: Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total accumulative marks of each lot and not the single item will determine the highest-ranking bid in each Lot for contract award.

The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:

Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Next higher proposed Price of the competing item] x Total allocable financial score

Solved Example of Financial Scoring :

- If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below: = $[86 \div 86] \times 30$
= 30 marks, being the lowest bidder for the quoted item.

- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be: = $[86 \div 105] \times 30 = 24.57$ Marks

- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be: = $[86 \div 130] \times 30 = 19.84$ Marks

.... And so on.

Section VI. Sample Forms

MANDATORY STANDARD FORMS (1 to 5)

BID FORM 1: LETTER OF INTENTION

BID FORM 2: AFFIDAVIT

BID FORM 3: PRICE SCHEDULE FORMAT FOR FINANCIAL BID

(To be submitted in separate sealed envelope)

BID FORM 4: INTEGRALITY PACTS

BID FORM 5: CONTRACT AGREEMENT

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 Furniture, IT Equipments, Plant & Machinery, Hardware & software. }

To: *[Name and address of procuring entity]*

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 financial bid are not more than a trade price

& the prices are not more than the market rates.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of contract agreement.

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.

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 (on Judicial Stamp Paper)

I/We, the undersigned [**Name of the Supplier**] hereby solemnly declare and undertake 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 this SBD/BSD.
- 4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan. Furthermore neither our principle/Manafuracture is/are insolvent.
- 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) That undersigned has not employed any child labor in the organization/unit.
- 9) The undersigned has successfully completed all contracts assigned and has not violated the previous contract agreement with this department.
- 10) We understand that the Selection and Rate Contracting Committee of the Procuring Entity is not bound to accept the lowest or any other bid they may receive.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signatures with s tamp

Name: _____

Designation: _____

CNIC No. _____

For, Messer. [*Name of Supplier*]

Bid Form-3-A

Note: This form is to be submitted in separate sealed envelope

Price Schedule format for Financial Bid of Furniture, IT Equipment, Plant & Machinery, Hardware & software, For Finance Department for F.Y 2022-23

S.No	Serial No. of quoted item in Statement of Requirement of the BSDs 2022-23	Name of the item	Number of Items (Single Unit)	Rate offered per unit Rs. Inclusive of all taxes	Total Price Pak Rupees

Bid Form 4-B: Technical Bid Quotation Form / Vis-à-vis

Name of Equipment / Item:	
Model:	
Make:	
Country of Origin:	
Category of equipment / item:	
S. No in SBDs:	
Comparative of Required Specification and Quoted Specification	
Required Specification (Finance Department)	Quoted Specification of the bidder

Bid Form-4

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage etc Payable by Manufacturers, Importers for the supply of Furniture , IT Equipments, Plant & Machinery, Hardware & software to Finance Department for the Year 2022-23

In response to advertisement related to the bidding process / competition regarding purchase and supply of Furniture, IT Equipments, Plant & Machinery, Hardware & Software for 2022-23 for Finance Department, Khyber Pakhtunkhwa I, Mr. _____s/o_____ bearing CNIC No._____, And having the Designation of _____ In Messrs. (M/S) [Name of Supplier] do hereby solemnly Affirm, declare and certify on behalf of M/S [Name of Supplier] that:

1. **[Name of Supplier]** has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, [Name of 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto; and
3. That **[Name of Supplier]** has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and
4. That **[Name of 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 rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP; and
5. That notwithstanding any rights and remedies exercised by GoKP in this regard, **[Name of Supplier]** agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of 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 GoKP.

Signatures with stamp

Name:

Designation:

CNIC No._____

Messer. [Name of Supplier]

Witness No. 1 Witness No. 2

(Signatures, name, father's name, CNIC & address of each Witness)

Simple form of Contract

(Note) This is a simple form of contract a detail contract will be signed with supplier after award of contract.

THIS AGREEMENT made the _____ day of _____ 2022 _____ between [name of **Procuring Entity**] of [country of **Procuring Entity**] (hereinafter called "the **Procuring Entity**") of the one part and [name of **Supplier**] of [city and country of **Supplier**] (hereinafter called "the **Supplier**") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Tender Document
 - b. Bidder's Proposal
 - c. General Terms and Conditions of the Contract
 - d. Special Terms and Conditions of the Contract
 - e. The schedule of Requirements (Delivery Schedule and the Price Schedule);
 - f. The technical Specification
 - g. The Award of Contract;
 - h. Earnest Money/Bid Security;
 - i. Performance Guarantee;
 - j. Affidavit(s)
3. In consideration of the payments to be made by the **Procuring Entity** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Procuring Entity** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Bidding Documents.
 1. The **Procuring Entity** hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signature of the Purchaser: _____ Signature of the Supplier: _____

Date: _____ Date: _____

Seal: _____ Seal: _____

Address: _____ Address: _____

Witnessed By:

Witness-1; _____ Witness-2: _____

Designation: _____ Designation: _____

CNIC: _____ CNIC: _____

Address: _____ Address: _____