



STANDARD FORM OF BIDDING DOCUMENTS

FOR

PROCUREMENT OF FURNITURE ITEMS

IFB No: KPITB/17/IFB/006

Last Date / Time for Submission: December 18, 2017 till 10:30am
Bid Opening Date and Time: December 18, 2017 at 11:00am

**KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY
BOARD (KPITB)**

INVITATION FOR BIDS

- 1) KPITB intends to procure Furniture items for Durshal Swat, Mardan & Peshawar. Therefore, sealed bids on single stage one envelope procedure are invited from eligible bidders for the supply of furniture at three sites mentioned above.
- 2) Interested eligible bidders having Income tax and Sales tax registration may obtain further information from the office of KPITB, 134, Industrial Estate, Jamrud Road Hayatabad. Peshawar. Khyber Pakhtunkhwa. Tel: 091-9217486, 091- 5891513.
- 3) A complete set of bidding documents can be downloaded by interested bidders from www.kpitb.gov.pk/rfps.
- 4) Bids must be delivered to the above office on or before 10:30am on December 18, 2017 and must be accompanied by a security of 2% of total quoted amount.
- 5) Bids will be opened in the presence of bidders' representatives who choose to attend at 11:00am on December 18, 2017 at the office of KPITB, 134, Industrial Estate, Jamrud Road Hayatabad. Peshawar, Khyber Pakhtunkhwa.
- 6) The bidders are requested to offer best quality and most competitive lowest price of their quoted item(s) as no negotiations on quoted prices are allowed under KPPRA Rules.
- 7) Sample of recommended item will be reviewed before the award of contract.
- 8) KPITB reserves the right to reject the samples, not meeting the KPITB requirement.

Yours truly,

Assistant Director Procurement,
Khyber Pakhtunkhwa Information Technology Board,
134, Industrial Estate, Jamrud Road Hayatabad
Peshawar. Khyber Pakhtunkhwa.
091-5891513, 091- 9217486.

INSTRUCTION TO BIDDERS

- I. Under single stage one envelope process, all interested bidders are requested to submit financial bid in a single sealed package/envelop marked as **"Bid for the Supply of Furniture Items"**.
- II. The envelope should have address and contact details of the addressee and the addressor.
- III. Bids delivered by hand to KPITB office must be registered at reception/admin dept. Unregistered bids will not be considered for further evaluation process.
- IV. The bids will be evaluated on the below mentioned mandatory documents. Bids missing any of the below mentioned documents and/or does not fulfill the conditions mentioned will not be considered for the evaluation purposes.
 - Bidder must be income tax, sales tax registered and must be on active tax payers list on FBR.
 - Proof of similar type of supplies by submitting PO/Contracts/completion certificates of value ranging from PKR 3 million to PKR 5 million (each) during last three (3) years.
 - The bidder should submit Declaration/ Undertaking that they are not blacklisted by any organization in Pakistan, and that no litigation is under way against them
 - The bidder should provide manufacturer warranty / gurantee (if applicable) of quoted items.
 - The bidder should provide Delivery time of the quoted items.
- V. The bidder shall specify validity in days, the submitted bid KPITB may under exceptional circumstances request for extension in bid validity that shall be for not more than the period equal to the period of the original bid validity.
- VI. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short-listed, no such association will be allowed.
- VII. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- VIII. The bids should be in accordance with enclosed specifications and technical design (attached as Annexure A).
- IX. Response time: all bidders shall submit bids as per these instructions on or before 10:30am on December 18, 2017, 134 Industrial Estate, Jamrud Road, Hayatabad, Peshawar. Bids will be opened half an hour after the deadline i.e. 11:00am on the same date. No bid in any case shall be accepted after the deadline.
- X. The bidder may submit audited financial statements for the last three years and account balance statement for the current ongoing years. (Optional)
- XI. Submit statement of any history of litigation or ongoing.

- XII. The bidders shall submit 2% bid security equal to the total value of the bid in shape of bank draft/Pay order/Call deposit in favor of “Khyber Pakhtunkhwa Information technology Board”. Bid security should be placed in Financial bid envelop. Bids without bid security shall be rejected.
- XIII. The procuring entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- XIV. The KPITB will not be responsible for any cost or expenses incurred by the firms in connection with the preparation or delivery of proposals.
- XV. The quoted price must be inclusive of all applicable taxes, installation and transportation or any other direct/indirect cost associated for the delivery/completion of required good/services.
- XVI. The procuring entity may reject one or all such proposals, which are vague does not adhere to these instructions.
- XVII. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- XVIII. Contract/Purchase Order will be signed with the successful bidders and its terms and conditions will govern the contract/Purchase Order.
- XIX. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).
- XX. Bidder can contact for queries /clarifications on the following email address:
neelum.rashid@kpitb.gov.pk.

Yours truly,

Assistant Director Procurement,
Khyber Pakhtunkhwa Information Technology Board,
134, Industrial Estate, Jamrud Road Hayatabad
Peshawar. Khyber Pakhtunkhwa.
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GENERAL TERMS & CONDITIONS

- a) All bidders are requested to read below Terms & Conditions before submitting their quotations.
- b) All bidders are requested to submit their most competitive bid with the instruction incorporated herein.
- c) Bids (**Annex-A, B and C**) may be submitted on a company letter head in a sealed envelope.
- d) Delivery Schedule attached as Annexure D. Delivery will be made at three different sites as per details mentioned in the Annexure D.
- e) Bidders shall submit their proposal, quoting each and all items mentioned in **Annex-A**.
- f) The quote (s) must remain valid for 90 days and the quoted price shall not be changed due to change in forex rates within validity time of quotation.
- g) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- h) The request for proposal is non-transferable.
- i) Proposal must be submitted on or before 10:30am on December 18, 2017 to the undersigned for the purpose. No late quotation for any reason whatsoever will be considered.
- j) Each supplier can only submit one offer / quote.
- k) The proposal must carry the authorized signatures and stamp of the supplier.
- l) The quantity of the items to be purchased can be increased/decreased and/or eliminated before the issuance of PO.
- m) The quoted price must be inclusive of delivery/transportation/installation to the proposed site.
- n) The procuring entity reserves the right to reject one or all the proposals as per prevailing KPPRA rules.

Yours truly,

Assistant Director Procurement,
Khyber Pakhtunkhwa Information Technology Board,
134, Industrial Estate, Jamrud Road Hayatabad
Peshawar. Khyber Pakhtunkhwa.
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1. GENERAL TERMS & CONDITIONS OF CONTRACT/PURCHASE ORDER FOR SUCCESSFUL BIDDER

1. Acceptance of Purchase Order. Upon acceptance of Purchase Order/Contract by the Supplier as set forth herein, Purchase Order/Contract is a valid and binding contract between KPITB and Supplier.
2. Pricing. KPITB will pay Supplier only for such Goods/Service and at such prices as agreed upon pursuant to Purchase Order/Contract ("Purchase Price"). Purchase Prices shall be all-inclusive and represents the sole and exclusive consideration to Supplier hereunder for the Goods/Services, except as otherwise provided in Purchase Order/Contract. KPITB shall not be billed for, nor shall KPITB have any obligation to pay, any charge or amount not specifically authorized in Purchase Order/Contract.
3. Invoices. Supplier shall issue at the time of shipment an invoice containing the following information ("Invoice(s)": (i) the description and quantity of Goods/Services ordered; (ii) the quantity of Goods/Services shipped; (iii) the delivery destination; (iv) the Purchase Price for each Good; (v) the total Purchase Price for Purchase Order; and (vi) any applicable taxes, freight charges, and discounts.
4. Payment. Subject to the terms and conditions contained herein, KPITB will remit payment of the Purchase Price due hereunder for each accepted Goods/Services after (i) the KPITB's receipt of the Invoice, (ii) acceptance of Supplier's Invoice, and (iii) proof of delivery.
5. Taxes. KPITB shall deduct applicable taxes as per prevailing rules of Government.
6. Risk of Loss. Title and risk of loss or damage shall pass to KPITB at the time the Goods/Services are delivered to KPITB and unloaded at KPITB's facility, or site as provided and agreed to in the Purchase Order/Contract. For purposes of clarification, Supplier shall bear all risks of loss or damage during the transit of the Goods/Services.
7. Inspection and Acceptance. All Goods/Services purchased are subject to inspection, test and approval at destination by KPITB; payment for Goods/Services under Purchase Order/Contract prior to inspection by KPITB will not constitute acceptance by KPITB. KPITB may, at its option, reject all or any portion of the Goods/Services that do not, in KPITB's discretion, comply with the terms and conditions of Purchase Order.
8. Shipping Delays. Supplier will immediately notify KPITB in writing of any event or condition that could delay delivery of the Goods/Services beyond the agreed delivery date.
9. Cancellation by KPITB. KPITB, in its sole discretion and without cause, may terminate Purchase Order/Contract, in whole or in part, at any time upon five (5) calendar days written notice to Supplier, without incurring liability to Supplier for lost profits, or any other costs or damages, other than the proportionate value of the Purchase Price for Goods/Services delivered.
10. Force majeure. Neither Party will have responsibility to the other due to circumstances beyond that Party's reasonable control, including (without limitation) any act of God, war or public enemy, or any act of government or any agency thereof, or any fire, flood, explosion or other catastrophe, or any epidemic or quarantine restriction, or any act of sabotage or terrorism, or any strike, lockout or other work stoppage, slowdown or dispute.
11. Warranties. In addition to, and without limiting any of Supplier's other representations and warranties, express or implied, Supplier expressly represents and warrants to KPITB that the Goods/Services are and will be fit for the purposes for which purchased, free from defects in materials and workmanship, safe for their intended use and will be covered under manufacturer warranty (if applicable).
12. Limitation of Liability. In no event shall KPITB be liable to supplier or its affiliates for any indirect, incidental, special or consequential damages arising from any claim under purchase order/contract, including, without limitation, any and all such damages from business interruption, loss of profits or revenue, cost of capital or loss of use of any property or capital, whether in contract, tort, strict liability, or negligence, even if informed of the possibility of such damages.
13. Notices. All notices to be given hereunder will be in writing and will be delivered by (a) hand delivery; (b) a nationally-recognized overnight courier; (c) facsimile; or (d) certified or registered mail, return receipt requested, postage prepaid (if to KPITB, Khyber Pakhtunkhwa Economic Zones Development & Management Company, 120 Industrial Estate, Jamrud Road, Hayatabad, Peshawar-2500. Khyber Pakhtunkhwa).
14. Bid Security Deposit (Where Applicable): Bid security of the successful bidder will be retained by KPITB as performance guarantee till the time of successful completion/delivery of required services/goods/Service.
Bid security of unsuccessful bidders will be returned after the award of contract to the selected bidder. The bid security may be forfeited if the service provider fails to deliver or supply goods/Services in accordance with the terms and conditions of the Purchase Order/Contracts or commits any breach of the Contract / Purchase Order.
15. Variations / Repeat Orders: The Procuring entity may during the execution of the Purchase Order/Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPPRA Rules 2014.
16. Packaging (if applicable): Material/works/service should be packed suitably in appropriate wooden/metallic boxes/ containers/ pallets/ manufacturer packing in such a manner that the goods/Services are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely. Material/ works/service should be delivered at the stores of procuring entity in original packing of the manufacturer. Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English.
Sub-Letting Contract: The supplier shall not sub-let or assign Purchase Order/Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning Purchase Order/ Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods/Services elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.