



BID SOLICITATION DOCUMENT

PROVISION OF IT EQUIPMENTS

Last Date/Time for Submission: March 01, 2017 at 2:00 PM

Bid Opening Date/Time: March 01, 2017 at 3:00 PM

GOVERNMENT OF KHYBER PAKHTUNKHWA
INFORMATION TECHNOLOGY BOARD

Address: FF - 01, Deans Trade Center Peshawar Cantt: 091- 9213586 - 9213573,

Website: www.kpitb.gov.pk



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1. INTRODUCTION

Khyber Pakhtunkhwa Information Technology Board (hereinafter referred as 'KPITB'), Government of Khyber Pakhtunkhwa invites sealed bids from income tax and sales tax registered firms/companies/manufacturers/suppliers (hereinafter referred as 'Bidder'), for Provision of Furniture (hereinafter referred as 'goods') at Information Technology Board Office Peshawar.

2. SCOPE OF WORK

Khyber Pakhtunkhwa Information Technology Board, Government of Khyber Pakhtunkhwa requires to procure furniture for its Head Office at Peshawar. The selected bidder will be responsible for the supply, delivery and installation of furniture at the Head Office of KPITB at Peshawar.



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2.1 Detailed Specification of the Goods:

The bidders shall supply the following goods:-

S#	Items Name	Specification	Quantity*
1	Laptop (HP or equivalent)	Processor - i5 – 6th Generation, 4GB, 1TB, 14" HD BV, FINGER PRINT, WEBCAM, BLACK/SILVER - with One Year Local Warranty	25
2	Printer (HP or equivalent)	Laser Printing, processor speed 1200Mhz, Memory standard 128MB DRAM, Connectivity standard Hi-Speed USB 2.0, Host USB, Gigabit Ethernet 10/100/1000T network, ePrint capability, Print speed black Normal Up to 38 ppm, Duty cycle monthly Up to 80,000 pages,	10
3	Video Conferencing equipment (Cisco or equivalent)	Codec, Precision Camera HD (4x), Table Microphone, can transform a flat panel display into a 1080p high-definition meeting space, H.323 and SIP calls up to 6 Mbps, can share Multimedia and presentations at the touch of a button, remote control, cables, power supply and wall mount kit.	01

2.2 Timelines:

Bids submission deadline : January 31, 2016 2:00PM

Opening of Bids : January 31, 2016 2:30PM

2.3 Contracting

The selected bidder shall sign and submit Contract, as per draft to be provided by KPITB, within **fifteen days** of issuance of Supply Order.

2.4 Delivery Time

Delivery of the goods shall be completed within 40 days after issuance of supply order.



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3. INSTRUCTIONS TO THE BIDDERS:-

3.1 GENERAL INSTRUCTIONS:

- a) For this tender, Single Stage One Envelope bidding procedure will be followed for evaluation.
- b) It shall be imperative for each Bidder to familiarize itself with the prevailing socio-economic, political, and legal situation for the execution of contract. KPITB may not be able to entertain any such requests for clarification from the Bidder regarding such aspects. It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process shall be entertained by the KPITB. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- c) The Bidder shall be deemed to have satisfied itself fully before Bid submission as to the correctness and sufficiency of its Bids for the contract and price/ cost quoted in the Bid to cover all obligations under this Bid Process.
- d) It shall be clearly understood that the terms & conditions are intended to be strictly enforced. No escalation of cost shall be permitted throughout the period of completion of the contract, except in case of changes in scope of work to meet the requirements on ground.
- e) The Bidder shall be fully and completely responsible to provide goods to the KPITB.

3.2 LANGUAGE OF THE BID:

The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy shall be rejected.

3.3 BID CURRENCY:

The total bid value shall be considered in PKR only.

3.4 CLARIFICATIONS AND AMENDMENTS:



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- a) A prospective Bidder requiring any clarification in this Bid Solicitation Document shall notify the KPITB by letter or by Fax or by email, prior to Pre-Bid meeting date.
- b) A Pre-Bid meeting will be held for addressing the clarifications on the date and time mentioned in the advertisement or any other date to be decided and communicated accordingly by the KPITB. The bidders are requested/ encouraged to participate in the Pre-Bid meeting and get the requisite clarifications/ information.
- c) Clarifications and amendments (if any) so made shall be reflected in the Bid Solicitation Document and shall be notified on the KPITB website. The Bidder shall periodically check the KPITB website for the amendments or corrigendum or any other information. The KPITB shall not make any individual communication and shall not be responsible for any ignorance pleaded by the Bidders.
- d) Clarifications and information sought seven days prior to closing date of the bid submission shall not be entertained/ responded by KPITB.
- e) KPITB shall not be responsible for any misinterpretation of the provisions of this document or on account of the Bidders failure to update the Bid Solicitation Document based on changes/ modifications announced through the website.

3.5 FORCE MAJEURE:

- a) Subject to sub clause (c), in a Force Majeure situation which directly and materially hinders/ hampers the Selected Bidder's ability to perform its obligations under the Contract, the Parties will be excused from performance of their respective obligations under the Contract until the existence/ persistence of the Force Majeure Event.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Selected Bidder and not involving the Selected Bidder's fault or negligence or not reasonably foreseeable. Such events may include, but are not restricted to, acts of God, wars, acts of terrorism, fires, floods, epidemics, quarantine restrictions.
- c) If a Force Majeure situation arises, the selected bidder shall promptly notify the KPITB in writing of such condition and the cause thereof. Unless otherwise directed by the KPITB in writing, the Selected Bidder 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.
- d) If a Force Majeure Event persists for more than three (03) months from the date of the notice under sub clause (c) above, the Selected Bidder may apply to the KPITB seeking termination of the Contract. If the KPITB agrees, the Contract may be terminated.



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e) If a Force Majeure Event persists for more than three (03) months from the date of the notice under the sub clause (c) above, KPITB may at its own absolute discretion terminate the Contract.

f) In the event of termination under clause (d) or (e), the Selected Bidder shall be entitled to receive such part of the Contract Price as pertains to the Services which have been, as on the date of termination, implemented in accordance with the terms of the Contract. In case, at the time of termination, any action is pending on the part of the Selected Bidder regarding delivery of Services as required under the contract which cannot be completed, the KPITB shall be entitled to utilize the Performance Guarantee or demand additional sum for such Services to ensure continued provisioning thereof. This shall be without prejudice to any other rights and remedies which KPITB may have under the Contract or under the relevant laws.

3.6 ARBITRATION:

In case of any dispute, the matter shall be referred to the Managing Director, KPITB whose decision shall be final.

4. BID COST AND BID SECURITY

4.1 COST OF BID:

The Bidders shall bear all costs associated with the preparation and submission of their Bids. The KPITB shall not be responsible or liable to pay/bear any costs associated with the preparation and submission of bids, incurred regardless of the conduct and/ or outcome of the Bidding Process.

4.2 BID SECURITY:

a) Bid Security, in the shape of a bank draft/pay order (from scheduled bank) shall be drawn in favor of Managing Director, Khyber Pakhtunkhwa Information Technology Board, equal to 2% of the quoted price by the bidder. Bid Security shall be kept sealed in the financial proposal.

b) The Bid Security in the form of Bank guarantee or Insurance guarantee is not acceptable.

c) The Bid Security of the unsuccessful Bidders shall be refunded within a reasonable time after the award of tender to Selected Bidder.

d) The Bid Security amount held by the KPITB till it is refunded to the unsuccessful Bidders shall not earn any interest thereof.

e) Subject to the award of contract, the Bid Security shall be returned to the Selected Bidder against submission of Performance Guarantee of the 10 % of the quoted price by the bidder.



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f) The Bid Security shall be forfeited by the KPITB, if the Bidder withdraws the Bid during the period of its validity specified in the Bid Solicitation Document or if the Selected Bidder fails to sign the Contract, or the Selected Bidder fails to remit Performance Guarantee within the respective due date.

5. BID SUBMISSION REQUIREMENTS

Bidders should examine all Instructions, Terms and Conditions as given in this Bid Solicitation Document. Failure to furnish information required in the Bid Solicitation Document or submission of Bids not substantially responsive or viable in every respect, shall be at the Bidder's risk and shall result in rejection of the Bid.

5.1 DETAILS TO BE FURNISHED IN THE PROPOSAL:

a) The Proposal shall be submitted according to the criteria as given in this Bid Solicitation Document, and shall be signed and stamped in all pages. The KPITB shall not be responsible for the errors committed in the Bids by the Bidders.

b) The blank Bid Solicitation Document in full shall be printed and signed by the authorized person and stamped in all pages and shall be submitted as a token of accepting the conditions.

c) The supporting documents to prove Bidder's Eligibility shall be duly signed by the authorized person and stamped in all pages and shall be submitted.

d) All the required documents according to this Bid Solicitation Document shall be enclosed in the Proposal. No documents shall be allowed to be supplemented/ exchanged after opening of the Bids, unless asked by KPITB for the purpose of clarifications.

e) All the Price items as asked in the Bid Solicitation Document should be filled in the Financial Proposal format given in this Bid Solicitation Document. The price quoted shall be in Pak Rupees. The Bid shall be liable for rejection if Financial Proposal contains conditional offers or partial offers.

f) The price quoted by the Bidder shall include cost and expenses on all counts, tools/ techniques/ methodologies, manpower, supervision, administration, overheads etc.

g) The price quoted by the Bidder shall be kept firm and unchanged for a period specified in this Bid Solicitation Document from the date of opening of the Bids. The Bidder shall keep the price unchanged during the period of Contract including during the period of extension of time, if any. Escalation of price will not be permitted during the said periods or during any period whether extended or not



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for reasons whatsoever. The Bidders shall particularly take note of this factor before submitting the Bids.

h) Price quoted by the bidders shall be inclusive of all taxes.

5.2 OUTER ENVELOPE:

The Financial Proposal shall be put in a single envelope and sealed. The envelope shall be superscripted with "Bid for Provision of Furniture" **due on: 31st January, 2017**. The "FROM" address and "TO" address shall be written, otherwise Bid will be liable for rejection.

5.3 MODE OF SUBMISSION OF BIDS:

a) The Bids shall be dropped at the KPITB Head Office on the due date and time and acknowledgement thereof should be obtained otherwise no claim of the submission of the Bid shall be entertained.

b) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidder shall use courier service or registered post which provides tracking facility, and ensure that the Bid reaches on the given address on the due date and time. However, KPITB shall not be liable or responsible for any postal delay or any other delay or damage/ loss etc. whatsoever.

c) The Bids received after due date and time or unsealed or incomplete or submitted by Facsimiles (Fax) or email shall be rejected.

5.4 MODIFICATION AND WITHDRAWAL OF BIDS:

The Bids once submitted shall be modified or amended or withdrawn except as provided under Public Procurement Rules.

6. BID OPENING AND SELECTION PROCEDURE

6.1 BID OPENING:

The Bid's envelope shall be opened by the KPITB on the date and time as specified in the Advertisement or any other date published as corrigendum in newspaper and on KPITB website. The Bids shall be opened in the presence of the Bidders who choose to be present.

6.2 BID VALIDITY:

a) Bids submitted shall remain valid for a period of 120 days from the date of opening of the Bids. If the Bid validity is less than 120 days, the Bid shall



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be rejected as non-responsive. The Selected Bidder shall extend the Bid validity till the completion of the order. Moreover, the Selected Bidder shall be required to submit the Performance Guarantee with the letter of acceptance before signing of contract.

b) In exceptional circumstances, KPITB may solicit the Bidders to extend the validity. The Bidder shall extend Bid validity and Bid Security validity accordingly.

6.3 INITIAL SCRUTINY:

Initial Bid scrutiny shall be held and the Bids shall be treated as non-responsive, if:

- a) Bid is not submitted as specified in Clause 6 above of the Bid Solicitation Document and not signed and stamped on all the pages of the Bid.
- b) Bid with incomplete information, subjective, conditional offers and partial offers.
- c) Bid submitted without supporting documents to prove eligibility criteria.
- d) Bid not complying with any of the clauses stipulated in the Bid Solicitation Document.
- e) Bid with less validity period.
- f) Bid without Bid Submission Form(s) as required in the Bid Solicitation Document.
- g) Bid smacks of corrupt, fraudulent and collusive practices of the Bidder.
- h) And other mandatory conditions prescribed in this Bid Solicitation Document.

All responsive bids shall be considered for further evaluation. The decision of the competent authority communicated by the KPITB shall be final in this regard.

6.4 CLARIFICATIONS BY THE KPITB:

When deemed necessary, the KPITB may seek bonafide clarifications on any aspect from the Bidder. However, that shall not entitle the Bidder to change or cause any change in the substance of the Bid or quoted price. During the course of evaluation, the KPITB may seek additional information or historical documents for verification to facilitate decision making. In case, the Bidder fails to comply with the requirements of the KPITB as stated above, such Bids may at the discretion of the KPITB be rejected as non-responsive.



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7. TERMS OF PAYMENT

- a) Payment shall be made by KPITB on successful delivery of goods as per contract.
- b) No payment shall be made in advance to the Selected Bidder as mobilization advance.
- c) Milestone payments may be considered based on deliverables which will be approved by the MD KPITB. KPITB shall deduct 10% retention amount on each payment, to be released after successful delivery of goods, provided the deliverables complies with the agreed specifications to the satisfaction of KP IT Board.
- d) The Selected Bidders shall furnish the Performance Bank Guarantee of amount equal to 10% of the quoted price of the selected bidder, at the time of signing of contract, which shall be released after completion of contract period.
- e) The two percent (2%) Bid Security deposited by the Selected Bidder at the time of bid submission shall be released after submission of 10% Performance Bank Guarantee at the time of Contract signing.
- f) If the quality of delivered goods is not to the satisfaction of the Managing Director, KPITB. The Managing Director, KPITB has the right to cancel the Contract, get the work done from third party selected in accordance with the PPRA rules subject to the condition that if KPITB has to pay any amount in excess of the agreed amount under contract, the difference may be recovered from the bidder selected initially.

8. LIQUIDATED DAMAGES

- a) In case of delay or violation, the Managing Director, KPITB reserves the right to impose a penalty not exceeding 10% of the total amount of the contract, at the rate of 1% of the performance guarantee submitted at KPITB, for each day of delay or violation.
- b) If the quality of goods is not according to the satisfaction of the Managing Director, the Managing Director reserves the right to reject it altogether or impose a penalty not exceeding 50% of the contract amount.
- c) In case of delayed or unsatisfactory delivery, the Selected Bidder's performance Bank Guarantee/ Retention Money shall be forfeited.



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9. GENERAL TERMS AND CONDITIONS

Following general terms & conditions shall apply:-

- a) The bidder shall be registered with Income Tax and Sales Tax Department.
- b) An affidavit to the effect that the firm has not been blacklisted by any Government/ semi-Government/ Autonomous organization.
- c) Incomplete and conditional bids shall not be entertained.
- d) KPITB reserves the right to accept/ reject wholly or partially any tender while assigning reason(s) thereof at any stage of the tender process.
- e) Validity period of the bids shall be 120 days.
- f) The decisions of KPITB shall be binding on all concerned and shall not be challengeable at any forum.
- g) Bids are liable to be rejected if they are not conforming to the terms, conditions and specifications stipulated in this BID SOLICITATION DOCUMENT.
- h) During the examination, evaluation and comparison of the bids, the KPITB, at its sole discretion, may ask the bidder for clarifications of its bid.
- i) The request for clarification and the response shall be in writing/ email and no change in the price or substance of the bid shall be sought, offered or permitted.
- j) If there is a discrepancy between unit price and total price in the submitted bid which is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in addition/ totaling, that shall be corrected. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the Bid Security may be forfeited.
- k) For this tender all updates/ changes shall be communicated through email and also be posted on KPITB website.
- l) In case of any dispute between the parties in respect of any matter arising out of after signing the contract, the case shall be referred to Managing Director, KPITB whose decision shall be final and binding.
- m) All the applicable taxes shall be deducted as per law.



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10. CLARIFICATIONS

Queries regarding this BID SOLICITATION DOCUMENT shall be submitted in writing to:

Managing Director

Khyber Pakhtunkhwa Information Technology Board.

E-mail: shahbaz.khan@kpitb.gov.pk



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11. ELIGIBILITY CRITERIA

Part (A) Mandatory Requirement			
S. #.	Basic Requirement	Specific Requirement	Documentary proof Required (Please mention Reference Page#)
1.	Legal Entity	The Bidder shall be a registered firm/company/supplier in Pakistan.	Copy of Certificate(s) of incorporation or registration document showing legal status for operations in Pakistan.
2.	Tax registration	The Bidder shall have registration with FBR for Tax purpose.	Copies of National Tax Number (NTN) and Sales Tax Number (STN) registration Certificate
3.	Blacklisting	Bidder shall not be eligible to participate in this tender if the firm has been blacklisted/ debarred by any Government/ Semi Government/ Autonomous organization in Pakistan in participating in any procurement activities for fraudulent or corrupt practices, or in litigation.	An affidavit to the effect that the firm has not been blacklisted/ debarred/ in litigation with/ by any Government/ Semi Government/ Autonomous organization



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12. FINANCIAL PROPOSAL

Bidders shall submit their financial proposal according the format given below:-

FINANCIAL BID					
S#	Item Name	Detailed Specifications	Unit Price (PKR)	Quantity	Total Price (PKR)
	Total Price Excluding GST				
	GST				
	Total Price Inclusive of Taxes				

Note:-

- The 2% Bid Security amount shall be calculated of total price inclusive of taxes.
- 10% of performance guarantee shall be calculated of total price inclusive of taxes.

Authorized Signature of Bidder



13. AWARD OF TENDER

For the purpose of award of tender, the Lowest Evaluated Bid amongst qualified bidders shall be accepted for the award of tender.



ANNEX I: PROPOSAL SUBMISSION FORM

Managing Director,
Khyber Pakhtunkhwa Information Technology Board,
FF-01, Deans Trade Center, Peshawar.

Sir,

We, the undersigned, offer to provide our service for “Provision of Furniture”, in accordance with your Bid Solicitation Document, dated _____, and our Proposal. We are hereby submitting our Proposal, which includes the financial proposal sealed in envelope.

We understand you are not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals.

We understand that the decision of evaluating committee shall be final and cannot be challenged on any ground at any forum and the evaluating committee will not be liable for any loss or damage to any party acting in reliance thereon.

We remain,

Yours' sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Firm: Address:



ANNEX II: FIRM'S REFERENCES

**ANNEX II
COMPLIANCE CERTIFICATES/ COMPLIANCE UNDERTAKING**

(To be filled by the bidder as part of proposal)

I, (Name); (CNIC#); (Designation), (Company Name) have gone through the Terms/Conditions of this BID SOLICITATION DOCUMENT and have found the document in whole as non-biased to any particular vendor or supplier. I hereby undertake and firmly bound myself to abide by/ comply all sections of this BID SOLICITATION DOCUMENT.

We remain,

Yours' sincerely

Authorized Signature:

Name and Title of Signatory:

Name of Firm: Address: