



STANDARD FORM OF BIDDING DOCUMENTS

FOR

PROCUREMENT OF IT EQUIPMENT'S

PROC REF NO: KPITB/22/IFB/046

Last Date/Time for Submission: April 27, 2022 at 02:30 PM

Bid Opening Date/Time: April 27, 2022 at 03:00 PM

**KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD (KPITB)
Plot # 134-136, Industrial Estate, Hayat Abad Peshawar.**

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INVITATION FOR BIDS

IFB No. KPITB/22/IFB/046

1. The KPITB has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of ICT project. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for procurement of IT Equipment's.
2. The KPITB now invites sealed bids from eligible bidders for the supply of IT Equipment's.
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office 134-136, Industrial Estate, Jamrud Road, Hayatabad Peshawar, Khyber Pakhtunkhwa.
4. A complete set of bidding documents can be downloaded by interested bidders from the website www.kpitb.gov.pk/rfps
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made thereunder which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan*.
6. Bids must be delivered to the above office on or before **02: 30 PM on April 27, 2022** and must be accompanied by a security of two (02 %) percent in the form of Demand Draft/Banker Cheque/ CDR.
7. Bids will be opened in the presence of bidders' representatives who choose to attend at **April 27, 2022 at 03:00 PM** at the offices of 134-136, Industrial Estate, Jamrud Road, Hayatabad Peshawar, Khyber Pakhtunkhwa.
8. The bidders are requested to give their best and final prices as no negotiations are expected.

Assistant Director (Procurement)

Industrial Estate, Jamrud Road, Hayatabad
Peshawar, Khyber Pakhtunkhwa
091-5891516

INSTRUCTIONS TO BIDDERS

- A. The bidder must submit the proposals in sealed envelopes and as per specified procurement method of single stages one envelope.
- B. The proposal shall be clearly marked on the outer side technical and financial.
- C. The proposals must contain a transmittal letter on the bidder's letterhead, duly stamped by authorized representative (BID FORM AND PRICE SCHEDULES).
- D. Bidders shall apply for **complete lot** as evaluation and awarding will be made **for the complete lot**.
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate.
- H. The bidder shall specify validity in days, the submitted bid KPITB may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- I. 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.
- J. 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.
- K. The proposals should be in accordance with enclosed specifications and technical design.
- L. Response time: all bidders shall submit proposals on or before close of office on **April 27, 2022 at 02:30 PM** at 134-136, Industrial Estate, Hayatabad Peshawar, Khyber Pakhtunkhwa. These will be opened half an hour after the deadline. No proposal in any case shall be accepted after the deadline.
- M. The bidder shall submit an affidavit that it has never been blacklisted.
- N. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the bid. The bid security money so deposited shall be returned to the depositor after signing the contract.
- O. The procuring entity may reject one or all such proposals, which are vague (in terms of financial proposal) or does not adhere to these instructions.
- P. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- Q. The procuring, entity shall ask for a performance bank guarantee @ 05% of the total contract value from the awarding bidders with a period validity of one year. Bank guarantee should be from a scheduled bank.
- R. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- S. The procuring entity may increase or decrease the quantity of items if deems necessary.
- T. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (KPITB and supplier/vendor/bidder).
- U. **Schedule of Requirement:** All the items shall be delivered within 30 days after issuance of purchase order.

V. **ELIGIBILITY/ QUALIFICATION CRITERIA:**

Following are the mandatory qualification criteria.

S. No	Criteria	Documentary Evidence
1	Bidders should be registered entities with the Government (Company with SECP & AOP with Registrar of Firms).	Registration Certificate
2	Bidder should be registered with FBR & KPRA and must be on active tax payers list of FBR and KPRA.	Registration Certificate & Active Status
3	The bidder must have completed at-least three similar assignments of similar nature in last three years.	Purchase Order/Contract
4	The local representative should have office/after sale services in Peshawar.	Documentary proof with complete address and phone numbers
5	Can provide the item within the time specified in schedule of requirement.	Supply Schedule/ Mention days on letter head/Price Schedule.
6	The bidder should provide local warranty of the quoted items for a period of one year.	Warranty on Company Letter Head duly stamped
7	Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.	Affidavit on Judicial Stamp Paper duly attested

Note: Contract / Purchase Order will be awarded to the lowest eligible/ qualified bidder fulfilling all the terms and conditions of the SBD.

BID FORM

Date: _____
IFB No: _____

To:

Khyber Pakhtunkhwa Information Technology Board (KPITB)
134-Industrial Estate, Jamrud Road Hayatabad Peshawar, Khyber Pakhtunkhwa.

Dear Sir,

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we will deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 05 Percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of Agent	Amount and Currency	Purpose of Commission or Gratuity

(if, none, state "none")

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

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

PRICE SCHEDULES

Name of Bidder _____ IFB Number _____

Financial Bid Sheet								
Subject: Procurement of IT Equipment					Date:			
Supplier Name, Address & Contact Details:					Closing Date			
					NTN:			
					STRN			
					Tel:			
					Fax:			
					Email:			
Delivery and completion days from the issuance date of Purchase Order:								
Quotation validity (in days):								
Mentioned warranty and quoted brand against each line item:								
Delivery and installation Locations:					KPITB Office Peshawar			
Lot #	Item	Brand & Model of Quoted Item	Unit	Qty.	Unit Price	GST	Unit Price Including GST	Total Price including GST
1	WLAN Controller		No.	01				
	Access Points		No.	10				
	Switch		No.	01				
	Firewall		No.	01				
	Network Cabling		Job	01				

Signature & Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

LOTS		
S No.	Item	Lots
1	WLAN Controller	Lot # 1
2	Access Points	
3	Firewall	
4	Switch	
5	Network Cabling	

**** The bidder shall not apply for partial items in lot # 1. Any bidder who apply for partial items in Lot # 1 will not be considered.***

**** Access Points and WLAN Controller should be of the same brand.***

SPECIFICATIONS OF IT EQUIPMENT				
S No.	Item	Required Specifications	Specifications of the Quoted Brand	Brand & Model Quoted
1	WLAN CONTROLLER			
	Hardware	Support and manage 254 APs or more.		
		Support 4K users or more.		
		Provide 5.8 Gbps or more forwarding performance.		
		At least six 1GE Ethernet interfaces or more.		
		At least two 10GE SFP+ interfaces or more.		
		Support static routes, OSPF, BGP, IS-IS, routing policies, and policy-based routes.		
	Functions	The AC should support PPSK and assign different PSK keys to different terminals under the same SSID.		
		The AC should support the establishment of CAPWAP tunnels with APs using IPv4 and IPv6 dual stacks.		
		Support IPv4/IPv6 dynamic routing protocols, including OSPFv3 and BGP4+.		
		The AC should support intelligent roaming based on 802.11k and 802.11v, enabling clients with low roaming sensitivity to roam to the optimal AP.		
		Supports CAPWAP tunnel		
		Support VIP user identification and preferential scheduling.		
		Supports URL Filtering, Antivirus ,IPS, protection against Cyber attacks		
		Support automatically switch 2.4 GHz radios to 5 GHz radios through automatic negotiation between Aps		
		Support the function of enabling and disabling the SSID periodically.		
	Reliability	Support device redundancy backup, 1+1 or N+1 backup, and configuration synchronization between the active and standby ACs.		
		The AC should support WAN authentication survival. If the CAPWAP link fails, MAC or 802.1x authentication escapes to local authentication.		
		The AC and AP should be upgraded independently.		
	Management	The AC should support CLI, web management, SSH management, and SNMPv1/v2/v3.		
Monitor the overall wireless network performance and the performance of the AC, AP, radio, and terminal.				
Warranty Service	2 years or above warranty			
AP Licenses	Required as per number of Access Points, for 5 years			
SFPs and Cables	Fully populated with SFPs and cables from OEM of equipment			
2	ACCESS POINT			
	Hardware	802.11a/b/g/n/ac/ac wave2/ax		
		Support 802.11ax 2*2 MIMO on 2.4 GHz band and 802.11ax 4*4 MIMO on 5 GHz band.		
		Support maximum rate up to 5 Gbit/s(0.5 Gbit/s at 2.4 GHz, 4.5 Gbit/s at 5 GHz).		
		Should have at least two 1GE Ethernet interface.		
		Support USB port, the port can be used for external IoT expansion.		
		Support Bluetooth, serial, remote wireless operation and maintenance		
		Support DC power supply.		
		Power Supply PoE + with 802.3at.		
Supports Cloud management				

	Radio	Support minimum 16 SSIDs for each radio.	
		Support minimum 1000 users or more	
		Built-in smart antennas.	
	Network	Support smart application control technology and can implement visualized control on Layer 4 to Layer 7 applications.	
Warranty Service	2 years or above warranty		
3	24 PORT POE SWITCH		
	Interface	24 ports (10/100/1000Base-T) + 4 ports (10 GE SFP+ (POE+) or more	
	Switching Capacity	128 Gbps or more	
	Forwarding Capacity	90 Mpps or more	
	Power	Built-in AC Power Supply, Power redundancy is preferred	
	Layer 2	4K VLAN or more 16K MAC Address or more QinQ LACP STP, RSTP, MSTP ERPS LLDP Jumbo Frames	
	Layer 3	Static routes, RIP v2, RIPng, OSPF, OSPFv3, BGP, ECMP, routing policy	
	VXLAN	VXLAN L2 and L3 gateways, BGP EVPN	
	Multicast	IGMP v1/v2/v3, PIM-SM, PIM-DM, PIM-SSM and MSDP	
	Stacking	Stacking support for upto 8 switches	
	Security	Support mac authentication and 802.1x authentication Support Integration with industry standard NAC Solutions like Cisco ISE Support 802.1x, Dynamic VLAN, Dynamain ACL, RADIUS CoA, Local Web Authentication, URL Redirection and SessionID Support ARP security, DAI, SAI DoS attack defense, ARP attack defense, and ICMP attack defense CPU protection, Blaclist IPSEC	
	Management	CLI and Web interface (HTTPS) Telnet, SSH v2, SNMP v1, v2, and v3 Support Automation with SDN Controller NetStream Support NETCONF	
	QoS	Support Traffic classification, Traffic behavior, Traffic shaping, Congestion avoidance/Management	
Warranty Service	2 years or above warranty		
SFPs and Cables	Fully populated with SFPs and cables from OEM of equipment		
4	NEXT GENERATION FIREWALL		
	Firewall Throughput	Should have 3.6 Gbps or higher firewall throughput and Purpose Built Firewall not Server Based Firewall.	
	Firewall Connection	Should support 4 Million or higher firewall connection	
	IPS Throughput	Should support 2.1 Gbps or higher IPS throughput	
	IPSec VPN Throughput	Should have 4 Gbps or higher IPSec VPN throughput	
	Session support	Must support 70000 or higher new sessions per second	
	Concurrent sessions	Should support 4,000,000 or higher concurrent sessions	
SSL Inspection	SSL Inspection Throughput 450 Mbit/s		

	Site-to-Site and IPsec VPN User Sessions	Should support 4 000 or higher site-to site IP VPN users' sessions	
	Local storage	Should have 100GB SATA/SSD or higher local storage	
	VPN support	The proposed firewall should have IPSec, DSVPN, GRE, SSL, L2TP and MPLS VPN support.	
	Maximum Network Ports	The proposed firewall should have 16 or more network ports: Ø 2x GE Wan Ports Ø 8x GE Combo Ports Ø 2 x 10GE or more SFP+ ports	
	IP capability	i. Must support link & server load balancing ii. Must support routing protocols, BGP, BGP4+, IS-IS, RIP, OSPF and OSPFv3.	
	Security Features	iii. The proposed next generation firewall should have web-application firewall, stateful packet inspection, IPS, anti-virus, anti-malware, anti-phishing, risk assessment, real-time scanning, anti-DoS/DDoS, DLP, user authentication and grouping capability iv. Must support per user / IP based bandwidth management v. Must identify and control 4000 or higher applications vi. Should provide protection against viruses, malware, spyware, buffer overflow, DoS, DDoS, DNS, zero day, IP/ARP spoofing, brute-force attacks. vii. Should be able to Block network attacks from layer 3-7	
	Filtering categories	Must support Content, category & policy-based filtering of Web, URL, email and spam; should support 100 or more URL categories	
	Availability	Must support High Availability (Active-Active/ standby) configurations	
	Integration	Should have open APIs for 3rd Party Integration.	
	Management	Device management via SSL, SSH, http, https, telnet	
	Licenses	05 Year License Subscription (UTM and any)	
	Power	Single/Dual redundant power supply support	
	OEM Support	OEM may have one office in Pakistan .	
5	NETWORK CABLING		
	PDUs	2 (Qty)	
	Connectors	2 Box (100 pieces each)	
	Face Plates	20	
	UTP Cables	UTP 1 M (15 Qty)	
		UTP 2 M (15 Qty)	
		UTP 3 M (15 Qty)	
		UTP Cable Rolls (6 Rolls)	
	Fiber Optic Cables	2 Meter (10 Qty)	
	Tool Kit	Crimp tool, network tester, fiber optic tool, Screw driver tool box (12 in 1) & wire stripper	
	Labelling & tagging	Complete proper labelling and tagging on all cables of the servers	
	Configuration & Testing	Yes	
Installation	Complete networking of the KPITB Office including Commissioning wiring. Complete in all respect		

GENERAL TERMS AND CONDITIONS

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST +any other applicable tax	Delivery Period	Total
1.						
2.						
3.						

1. Following are the details regarding request for bids for procurement of IT Equipment's. Matrix to be filled by the bidder as per the instructions laid down here.
2. **General Terms and Conditions:** Following are the General Terms and Conditions
 - (a) The above details shall be submitted in a sealed envelope
 - (b) "OPTIONAL" Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
 - (c) The Supplier (s) must be registered with the Sales Tax authorities.
 - (d) Warranty of Goods shall be provided along with quote. The warranty period shall be one (01) year"
 - (e) The quote (s) must remain valid for ninety (90) days
 - (f) 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.
 - (g) The request for quotation is non-transferable.
 - (h) Bids must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever will be considered.
 - (i) The bid(s) must be accompanied with a bid security valuing 2 % of the total quoted price.
 - (j) NTN certificate shall be enclosed.
 - (k) Each supplier can only submit one offer / quote.
 - (l) The bid must carry the authorized signatures of the representative of the supplier.
 - (m) KPITB has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.

Assistant Director (Procurement)

Industrial Estate, Jamrud Road, Hayatabad
Peshawar, Khyber Pakhtunkhwa
091-5891516

**GENERAL AND SPECIAL CONDITIONS OF
CONTRACT/PURCHASE ORDER**

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. BID SECURITY DEPOSIT

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2 % of the total value of the goods detailed in the said Schedule at 'C'.

C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

(i) Delivery Schedule

Ser. #	Item /	Date of	Place of	Verification	Acceptance
	Deliverable	Delivery	delivery		

D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the 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 KPP Rules 2014.

E. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

F. PACKAGING

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

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. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PERFORMANCE BANK GUARANTEE

Successful bidders shall furnish a Performance Bank Guarantee of 05% of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance.

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

FORFEITURE OF PERFORMANCE BANK GUARANTEE

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

H. PAYMENT CLAUSE:

Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice).
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS (if applicable)

S. #	Meets best quality standards (5)	Meets acceptable quality standards (4)	Meets un acceptable quality standards (3)	Does not meet acceptable quality (2)
1.				
2.				
3.				
4.				

I. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement: -

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 05% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

J. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties.

K. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

L. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods 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.

M. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

N. TERMINATION (End of Services): The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client: The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier: The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

O. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event.

Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

P. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPPRA Rules 2014.

Q. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

R. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY
(To be furnished on non-judicial stamp paper of appropriate value)

Procuring Officer

Procuring entity and its address

1. M/s: _____ through their agent _____ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. _____ for due on and have requested us to issue a bank guarantee for _____ in your favor as bid security to ensure their compliance with conditions of the tender.
2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.
3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.
4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.
5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you.

NAME OF THE BANK

WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

CONTRACT AGREEMENT

THIS AGREEMENT made the {Date of agreement} between *Khyber Pakhtunkhwa Information Technology Board* located at 134,135 &136-Phase-5, Industrial Estate, Hayatabad, Peshawar (hereinafter called –the Procuring agency) of the one part and **{Firm Name}** having its office at {Office Address} (hereinafter called –the Supplier) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *Procurement of {Items to be procured}* and has accepted a bid by the Supplier for the **supply of {Items}** in the sum of **PKR. {Amount}**. (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 Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency 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/ PO at the times and in the manner prescribed by the Contract/ PO.

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.

On behalf of Supplier

On behalf of KPITB

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____