



**BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF 50 KVA GENERATOR,  
PHOTOCOPIER, APPLIANCES & IT EQUIPMENT**

**IFB No: KPITB/17/IFB/008**

Last Date/Time for Submission: **February 13, 2018 at 10:30AM**

Bid Opening Date/Time: **February 13, 2018 at 11:00AM**

**GOVERNMENT OF KHYBER PAKHTUNKHWA  
INFORMATION TECHNOLOGY BOARD**

Table of Contents - Part One

<b>PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS</b>	3
Notes on the Instruction to Bidders	4
Table of Clauses	5
Instructions to Bidders	6-21
<b>PART ONE – SECTION II. GENERAL CONDITIONS OF CONTRACT</b>	22
Notes on the General Conditions of Contract	23
Table of Clauses	24
General Condition Of Contract	25-34

Part One - Section I.

Instructions to Bidders

## Table of Clauses

<b>A.</b>	<b>Introduction</b>	<b>4</b>
1.	Source of Funds	4
2.	Eligible Bidders	4
3.	Eligible Goods and Service	5
4.	Cost of Bidding	5
<b>B.</b>	<b>The Bidding Document</b>	<b>6</b>
5.	Content of Bidding Documents	6
6.	Clarification of Bidding Documents	6
7.	Amendment of Bidding Documents	6
<b>C.</b>	<b>Preparation of Bids</b>	<b>6</b>
8.	Language of Bid	6
9.	Documents Comprising the Bid	6
10.	Bid Form	6
11.	Bid Prices	6
12.	Bid Currencies	6
13.	Documents Establishing Bidder's Eligibility and Qualification	8
14.	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	8
15.	Bid Security	9
16.	Period of Validity of bids	10
17.	Format and Signing of Bid	10
<b>D.</b>	<b>Submission of Bids</b>	<b>10</b>
18.	Sealing and Marking of bids	10
19.	Deadline for Submission of bids	11
20.	Late bids	11
21.	Modification and Withdrawal of Bids	11
<b>E.</b>	<b>Opening and Evaluation of Bids</b>	<b>11</b>
22.	Opening of Bids by the Procuring Agency	12
23.	Clarification of Bids	12
24.	Preliminary Examination	12
25.	Evaluation and Comparison of Bids	13
26.	Contacting the Procuring Agency	16
<b>F.</b>	<b>Award of Contract</b>	<b>16</b>
27.	Post-Qualification	17
28.	Award Criteria	17
29.	Procuring Agency's Right To Vary Quantities At Time Of Award	17
30.	Procuring Agency's Right To Accept Any Bid And To Reject Any Or All Bids	17
31.	Notification of Award	17
32.	Signing of Contract	18
33.	Performance Security	18
34.	Corrupt Or Fraudulent Practices	18
35.	Integrity Pact	19

## **Instructions to Bidders**

### **A. Introduction**

#### **1. Source of Funds**

- 1.1 The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the Contract for which these bidding documents are issued.
  
- 1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means ( i ) Provincial Consolidated Fund; ( ii) foreign assistance; ( iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
  
- 1.3 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa. and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

#### **2. Eligible Bidders**

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP 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 agency 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 agency 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) KPP Rules 2014 “Black listing of suppliers, Contractors and Consultants”.

**3. Eligible Goods and Services**

3.1 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.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, 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.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

**4. Cost of Bidding**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **5. Content of Bidding Documents**

- 5.1 The bidding documents include:
- a) Instructions to Bidders (ITB)
  - b) Bid Data Sheet
  - c) General Conditions of Contract (GCC)
  - d) Special Conditions of Contract (SCC)
  - e) Schedule of Requirements
  - f) Technical Specifications
  - g) Bid Form and Price Schedules
  - h) Bid Security Form
  - i) Contract Form
  - j) Performance Security Form
  - k) Manufacturer's Authorization Form
- 5.2 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 will be at the Bidder's risk and may result in the rejection of its bid.

### **6. Clarification of Bidding Documents**

- 6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

### **7. Amendment of Bidding Documents**

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

## **C. Preparation of Bids**

### **8. Language of Bid**

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. 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 the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**9. Documents  
Comprising  
the Bid**

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
  - b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
  - c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - d) Bid security furnished in accordance with ITB Clause 15.

**10. Bid Form**

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

**11. Bid Prices**

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the Contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to Contract on any of the terms offered.
- 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

**12. Bid Currencies**

- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**13. Documents  
Establishing Bidder's**

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

**Eligibility and Qualification**

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
  - a) that, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
  - b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract;
  - c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the Contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
  - a) a detailed description of the essential technical and performance characteristics of the goods;
  - b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and

- c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **15. Bid Security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or

- b) irrevocable encashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) in the case of a successful Bidder, if the Bidder fails:
  - i. to sign the Contract in accordance with ITB Clause

32;

or

- ii. to furnish performance security in accordance with ITB Clause 33.

**16. Period of Validity of Bids**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the 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. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to Contract execution if the Bidder is awarded the Contract.

**D. Submission of Bids**

**18. Sealing and Marking of Bids**

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
  - a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data

Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

9.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification And Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

**E. Opening and Evaluation of Bids**

**22. Opening of Bids by the Procuring agency**

22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be

rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring agency will prepare minutes of the bid opening.

**23. Clarification of Bids**

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids 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.

**24. Preliminary Examination**

24.1 The Procuring agency will 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.

24.2 Arithmetical errors will be rectified on the following basis. 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, 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 Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Evaluation and Comparison of Bids**

25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- a. incidental costs
  - b. delivery schedule offered in the bid;
  - c. deviations in payment schedule from that specified in the Special Conditions of Contract;
  - d. the cost of components, mandatory spare parts, and service;
  - e. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
  - f. the projected operating and maintenance costs during the life of the equipment;
  - g. the performance and productivity of the equipment offered; and/or other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
  - b. Delivery schedule.
    - i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.
    - or
    - ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

iii.

The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

c. Deviation in payment schedule:

i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

ii.

The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

d. Cost of spare parts.

i.

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

ii.

The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

iii.

The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished

by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

- e. Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- g. Performance and productivity of the equipment.

- i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

- ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

- h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

**Alternative**

25.4 25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

**26. Contacting the Procuring agency**

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**27. Post-qualification**

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**28. Award Criteria**

- 28.1 Subject to ITB Clause 30, the Procuring agency will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 29. Procuring agency's Right to Vary Quantities at Time of Award**
- 29.1 The Procuring agency reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Procuring agency.
- 33 Performance Security**
- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
- 34. Corrupt or Fraudulent Practices**
- 34.1 The Government of Khyber Pakhtunkhwa requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed Contract, observe the highest standard of ethics during the procurement and execution of such Contract. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “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; and
  - ii. “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 Procuring agency, 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 Procuring agency of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed Contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

**36. Integrity Pact** 35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement Contract exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.

Part One - Section II.

General Conditions of Contract

## Table of Clauses

1.	Definitions	21
2.	Application	21
3.	Country of Origin	21
4.	Standards	22
5.	Use of Contract Documents and Information; Inspection and Audit by the Bank	22
6.	Patent Rights	22
7.	Performance Security	22
8.	Inspections and Tests	23
9.	Packing	24
10.	Delivery and Documents	24
11.	Insurance	24
12.	Transportation	24
13.	Incidental Services	24
14.	Spare Parts	25
15.	Warranty	25
16.	Payment	26
17.	Prices	26
18.	Change Orders	26
19.	Contract Amendments	27
20.	Assignment	27
21.	Sub Contract	27
22.	Delays in the Supplier's Performance	27
23.	Liquidated Damages	27
24.	Termination for Default	28
25.	Force Majeure	28
26.	Termination for Insolvency	29
27.	Termination for Convenience	29
28.	Resolution of Disputes	29
29.	Governing Language	30
30.	Applicable Law	30
31.	Notices	30
32.	Taxes and Duties	30

## General Conditions of Contract

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. “The Contract” means the agreement entered into between the Procuring agency 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.
  - b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contract obligations.
  - c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
  - d. “The Services” means those services ancillaries 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.
  - e. “GCC” means the General Conditions of Contract contained in this section.
  - f. “SCC” means the Special Conditions of Contract.
  - g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
  - h. “The Procuring agency’s country” is the country named in SCC.
  - i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
  - j. “The Project Site,” where applicable, means the place or places named in SCC.
  - k. “Day” means calendar day.

### 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**
- 4.1 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 agency’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 agency 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 agency’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 agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency 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 agency, if so required.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency 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 agency’s country.
- 7. Performance Security**
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency 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 agency and shall be in one of the following forms:
- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - b. a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency 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 agency 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 agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency 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 subcontractors, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractors, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency 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 agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency'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 agency 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 agency.

**10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. 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 sellers 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 agency'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:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. 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 agency'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:

a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

b. in the event of termination of production of the spare parts:

h. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;

ii. following such termination, furnishing at no cost to the Procuring agency, 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 agency'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 agency 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 agency.

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 agency 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 agency 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 agency 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 agency, 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 agency's request for bid validity extension, as the case may be.

**18. Change Orders**

- 18.1 The Procuring agency 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:
  - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
  - b. the method of shipment or packing;
  - c. the place of delivery; and/or
  - d. the Services to be provided by the Supplier.
- 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 agency'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.

**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 agency's prior written consent.

**21. Subcontract**

- 21.1 The Supplier shall notify the Procuring agency in writing of all subcontractors 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 Subcontractors 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 agency 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 agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency 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**

2.31 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 agency 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 agency may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 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:

- a. 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 agency pursuant to GCC Clause 22; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“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.

“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.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency 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 agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1 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 the Contract is the result of an event of Force Majeure.

25.2 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 agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency 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.

**26. Termination for Insolvency**

26.1 The Procuring agency 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 agency.

**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 is 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 agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

- 28.1 The Procuring agency 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 agency 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 agency'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 agency.

# Bidding Documents

For

## Procurement of 50KVA Generator, Photocopier, Appliances & IT Equipment

### **PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

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

## Table of Contents - Part Two

<b>Section I. Invitation for Bids</b>	39
<b>Section II. Bid Data Sheet</b>	41
<b>Section III. Special Conditions of Contract</b>	45
Table of clauses	46
<b>Section IV. Schedule of Requirements</b>	52
<b>Section V. Technical Specifications</b>	54
<b>Section VI. Sample Forms</b>	56
Sample Forms	57
1. Bid form and Price Schedules	58
2. Bid Security Form	60
3. Contract Form	61
4. Performance Security Form	62
5. Manufacturer's Authorization Form	64
6. Integrity Pact	65

**Part Two**  
**Section I. Invitation for Bids**

**Invitation for Bids**

Date: 28<sup>th</sup> January, 2018  
IFB No: KPITB/17/IFB/008

1. The KPITB has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of Procurement of Generator, Photocopier, Appliances & IT Equipment. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the Contract for Procurement of Generator, Photocopier, Appliances & IT Equipment.

2. The KPITB now invites sealed bids from eligible bidders for the supply of Generator, Photocopier, Appliances & IT Equipment as per following detail.

S# No	Items Name	Quantity*	Lot #
1	Air Conditioner (02 Ton) Reversible with installation	13	Lot # 1 - APPLIANCES
2	LED TV	4	
3	Generator (50 KVA)	1	Lot # 2- GENERATOR
4	Photocopier Machine	1	Lot # 3 PHOTOCOPIER MACHINE
5	Laptops	23	Lot # 4 IT Equipment
6	Optical USB Fingerprint Reader	20	
7	Vehicle Tracking Device	22	

3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of **KP Information Technology Board. Plot # 134, Industrial Estate, Hayatabad, Peshawar. Ph: 091-5891516, Monday to Friday during office hours.**

4. The provisions in the Instructions to Bidders and in the General Conditions of Contract/ PO are 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, Part One.*

5. Bids must be delivered to the above office on or before [10:30 A.M] on 13<sup>th</sup> February, 2018] and must be accompanied by a bid security of 2% of the quoted Bid Amount. Bidder should submit a separate bid security for separate lots. Bidders can quote for either entire or any individual lot (depending on their area of expertise)

6. Bids will be opened in the presence of bidders' representatives who choose to attend at [11:00 am] on [13<sup>th</sup> February, 2018 ] at the offices of KP Information Technology Board. Plot # 134, Industrial Estate, Hayatabad, Peshawar.

7. The bidders are requested to give their best and final prices as no negotiations are expected. Bids received after the deadline will not be accepted.

This IFB can be downloaded from [www.kpitb.gov.pk](http://www.kpitb.gov.pk)

## Section II. Bid Data Sheet

## Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	Khyber Pakhtunkhwa Information Technology Board- KPITB
<b>ITB 1.1</b>	For KPIT Board Office and IT Park Peshawar
<b>ITB 1.1</b>	Procurement of 50KVA Generator, Photocopier, Appliances & IT Equipment
<b>ITB 4.1</b>	Khyber Pakhtunkhwa Information Technology Board- KPITB
<b>ITB 6.1</b>	KP Information Technology Board. Plot # 134, Industrial Estate, Hayatabad, Peshawar. Ph: 091-5891516, www.kpitb.gov.pk
<b>ITB 8.1</b>	English
	<b>Bid Price and Currency</b>
<b>ITB 11.2</b>	The price quoted shall be inclusive of all applicable taxes, transportation charges, installation charges and DDP, Delivery location: KPIT Board Office, Industrial Estate, Hayatabad, Peshawar.
<b>ITB 11.5</b>	The Price shall be fixed
<b>ITB 12.1</b>	The Currency of Bid: Pak Rupees
<b>Preparation and Submission of Bids</b>	
<b>ITB 13.3 (d)</b>	<p>Qualification requirements.</p> <ul style="list-style-type: none"> <li>• Bidder must be income tax, sales tax registered and must be on active tax payers list FBR. <b>(applicable on all the lots)</b></li> <li>• Bidder should provide documented track of completing at least five (5) similar assignments, during last three (3) years, involving the supply of comparable scale in shape of purchase orders/contracts/ agreements etc <b>(applicable on all the lots).</b></li> <li>• Bidder should provide Audited Financial Statement for the last financial year to proof its strength by showing adequate current assets: at least three (3) times the amount of bid <b>(applicable on all the lots)</b></li> <li>• Bidder should provide a copy of Authorize dealership certificate from manufacturer or manufacturing license of quoted items. <b>(applicable on all the lots).</b></li> <li>• The bidder should provide manufacturer warranty and after sale services with parts of quoted items <b>(applicable on all the lots).</b></li> <li>• The bidder should submit Declaration/ Undertaking on stamp paper that they are not blacklisted by any organization in Pakistan, and that no litigation is under way against them <b>(applicable on all the</b></li> </ul>

	<p><b>lots).</b></p> <ul style="list-style-type: none"> <li>The bidder should be able to provide the quoted items with in the specified specifications in schedule of requirement (<b>applicable on all the lots</b>).</li> <li>All the documents should be submitted with each Lot against which the bidder is submitting the bid.</li> </ul>
<b>ITB 14.3 (b)</b>	
<b>ITB 15.1</b>	Amount of bid security. The amount of Bid Security shall be 2% of bid price of each Lot separately in form of Bank Demand Draft/Pay Order/Call Deposit. (Security shall be valid for 30 days beyond the Bid Validity).
<b>ITB 16.1</b>	Bid validity period. Ninety Days (90)
<b>ITB 17.1</b>	Number of copies required - Two (02)
<b>ITB 18.2 (a)</b>	Address for bid submission. KP Information Technology Board. Plot # 134, Industrial Estate, Hayatabad, Peshawar. Ph: 091-5891516, <a href="http://www.kpitb.gov.pk">www.kpitb.gov.pk</a>
<b>ITB 18.2 (b)</b>	IFB Tittle "Procurement of 50KVA Generator, Photocopier Machine, Appliances & IT Equipment"
<b>ITB 19.1</b>	Deadline for bid submission <b>10:30 AM – February 13<sup>th</sup>, 2018</b>
<b>ITB 22.1</b>	Time, date, and place for bid opening. <b>11:00 AM – February 13<sup>th</sup>, 2018</b> KP Information Technology Board. Plot # 134, Industrial Estate, Hayatabad, Peshawar. Ph : 091-5891516, <a href="http://www.kpitb.gov.pk">www.kpitb.gov.pk</a>
<b>Bid Evaluation</b>	
<b>ITB 25.3</b>	<p>Bids will be evaluated Lot by Lot as per specifications provided in ITB. Alternate bids will not be entertained.</p> <ul style="list-style-type: none"> <li>Under single stage single envelopes process, all interested bidders are requested to submit their bid in a single sealed package/envelop marked with the Lot number and name on each sealed package of respective Lot.</li> <li>The envelopes should have address and contact details of the addressee and the addressor.</li> <li>Bids delivered by hand to KPITB office must be registered at reception. Unregistered bids will not be considered for further evaluation process.</li> <li>Documents mentioned in ITB 13.3 (d)- Qualification Requirements should be submitted by the bidders along with their bids. Bids missing with any of the mentioned documents in 13.3 (d) will be rejected.</li> <li>Each lot will be evaluated separately based on the above mentioned qualification and evaluation criteria.</li> </ul>
<b>ITB 25.4 (a)</b>	N/A
<b>ITB 25.4 (b)</b>	Clause 25.4 b (i) (ii) (iii)
<b>ITB 25.4 Alternative</b>	The lowest technically compliant bidder will be awarded the contract for the supply of required items (lot wise)

<b>ITB 26.1</b>	For queries please contact: <a href="mailto:neelum.rashid@kpitb.gov.pk">neelum.rashid@kpitb.gov.pk</a>
<b>Contract Award</b>	
<b>ITB 29.1</b>	The quantiles of the required goods may increase or decrease at the time of issuance of Contract with fifteen percent (15%) of the quantity mentioned in the data sheet.

### Section III. Special Conditions of Contract

#### Table of Clauses

1.	DEFINITIONS (GCC CLAUSE 1)	47
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)	47
3.	PERFORMANCE SECURITY (GCC CLAUSE 7)	47
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)	47
5.	PACKING (GCC CLAUSE 9)	48
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)	48
7.	INSURANCE (GCC CLAUSE 11)	48
8.	INCIDENTAL SERVICES (GCC CLAUSE 13)	48
9.	SPARE PARTS (GCC CLAUSE 14)	49
10.	WARRANTY (GCC CLAUSE 15)	49
11.	PAYMENT (GCC CLAUSE 16)	49
12.	PRICES (GCC CLAUSE 17)	50
13.	LIQUIDATED DAMAGES (GCC CLAUSE 23)	50
14.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)	50
15.	GOVERNING LANGUAGE (GCC CLAUSE 29)	51
16.	APPLICABLE LAW (GCC CLAUSE 30)	51
17.	NOTICES (GCC CLAUSE 31)	51

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. 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.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: KPBIT

GCC 1.1 (h)—The Procuring agency's country is: Pakistan

GCC 1.1 (j)—The Project Site is: KP Board of Information Technology- Plot # 134, Industrial Estate, Hayatabad, Peshawar.

### 2. 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".

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 10 % of the Contract Price in form of Bank Guarantee valid until the period of warranty.

### 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

### 5. Packing (GCC Clause 9)

Standard Packing as per GCC Clause 9

**6. Delivery and Documents (GCC Clause 10)**

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency 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 agency:

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Copies of the packing list identifying contents of each package
- iv. Insurance Certificate
- v. Manufacturer's or Supplier's warranty certificate
- vi. Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vii. Certificate of Origin

**7. Insurance (GCC Clause 11)**

GCC 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 sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

**8. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided a covered under GCC clause 13.

**9. Spare Parts (GCC Clause 14)**

GCC 14.1—Additional spare parts requirements are: N/A

**Sample provision**

GCC 14.1— Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

**10. Warranty (GCC Clause 15)**

**Sample provision**

GCC 15.2—In partial modification of the provisions, the warranty period shall be **1 year** from date of acceptance of the Goods.

(b). Supplier pay liquidated damages to the Procuring agency with respect to the failure to meet the Contractual guarantees. The rate of these liquidated damages shall be **0.5 % per**

**week**

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is **10 days**

**11. Payment (GCC Clause 16)**

**Sample provision**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

- i. **On Acceptance:** Hundred (100) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency.

**12. Prices (GCC Clause 17)**

**Sample provision**

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate for liquidate damages is **0.5% per week**. The maximum amount of damages implacable is 10% of the contract price.

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**

**17. Notices (GCC Clause 31)**

GCC 31.1—Procuring agency’s address for notice purposes:

KP Information Board of Technology, plot no. 134, Industrial Estate, Hayatabad.  
Tel:  
Email:

## Section IV. Schedule of Requirements

### Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Note: *Delivery Schedule (Shipment) in week from the date of signing of the contract.*

S# No	Items Name	Quantity*	Lot #	Delivery in weeks from the date of signing of the contract
1	Air Conditioner (02 Ton) Reversible with installation	13	Lot # 1 - APPLIANCES	
2	LED TV	4		
3	Generator (50 KVA)	1	Lot # 2- GENERATOR	
4	Photocopier Machine	1	Lot # 3 PHOTOCOPIER MACHINE	
5	Laptops	23	Lot # 4 IT Equipment	
6	Optical USB Fingerprint Reader	20		
7	Vehicle Tracking Device	22		

Note:

1. Delivery of all items will be made with DDP terms at the following address:  
Khyber Pakhtunkhwa IT Board 134, Industrial Estate, Hayatabad, Peshawar, Khyber Pakhtunkhwa, Pakistan.

## Section V. Technical Specifications

<b>LOT # 1- APPLIANCES</b>			
<b>S.NO</b>	<b>Item</b>	<b>Specification</b>	<b>Quantity</b>
1	Air Conditioners	Supply of 2 Ton Split Air Conditioners (Reversible) with installation Hair/Gree or equivalent	13
2	LED TV	42 inch LED TV with HD display; Smart TV; Supports Android OS; Connectivity Wi-Fi Bluetooth HDMI USB 2.0 Ethernet; Refresh Rate 60 Hz; 3 x HDMI; 2 x USB 2.0; 1 x LAN.	3

<b>LOT # 2- Generator</b>			
<b>S.No</b>	<b>Item</b>	<b>Specification</b>	<b>Quantity</b>
1	Generator (50 KVA)	Rating: 50 KVA Standby, Voltage: 400/230 Volts  RPM: 1500, Frequency: 50 Hz  0.8 Power Factor  04 Cylinder Engine Water Cooled  Mechanical/ Electronic Governor  8 hours base fuel tank capacity  Engine coupled to single bearing Brushless Alternator  IP23 Protection or High  Digital Control Panel with the following features:  Start Stop  Emergency Stop  Measurement such as Voltmeter, Ammeter, Frequency, Oil Pressure, 24 volt starting Battery, 120eKW, Power Factor @0.8pf, etc.  Alarms	1

		<p>Gensets should preferably be SDMO (France), Caterpillar (USA), FG Wilson (UK), Cummins (UK) or equivalent but of said origins.</p> <p>2- Weather proof sound attenuated Canopy of 80-95dBA @ 1 meter subject to clearance of 5-8 meters from all sides of high quality</p> <p>3- Automatic Transformer Switch (ATS) with Manual Override for switching between prime source of power (city power) and generator set. The ATS must have static battery charger, necessary protections and metering system.</p> <p>4- RCC type concrete Foundation Pad, with standard steel mesh. Foundation pad must be 1 foot high from the ground level, and at least 1 foot larger in size on all sides from the size of generator set base.</p> <p>5- Earthing/Grounding, one for neutral and one for body with resistance of less than one ohm.</p> <p>6- Power Cable and Control Cable of appropriate size (Fast or Pakistan Cable or equivalent)</p> <p>7- One year Warranty as per standard from the manufacturer</p> <p>8- Transportation, unloading at site, Installation, Testing and Commissioning</p>	
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<b>LOT # 3 Photocopier Machine</b>			
<b>S.No</b>	<b>Item</b>	<b>Specification</b>	<b>Quantity</b>
1	Photocopier Machine	1. Copy/Print Speed 35cpm 2. Single Component Oil and Developer free 3. Dual Custom Processor (Shared) 4. Memory 3GB Minimum. 5. Hard Disk Drive 250 GB Minimum 6. Magnification 25 – 400% 7. 10.1 inch TFT LCD WSVGA Color Touch Panel 8. 1000Base-T/100Base-TX/10Base-T, 9. Wireless LAN (IEEE 802.11 b/g/n)	01

		10. USB 2.0 x2 (Host), USB 3.0 x1 (Host),, USB 2.0 x1 (Device) 11. Warm up time 24 Seconds or Less 12. Approx. 3.8 seconds or less first copy time 13. Paper capacity 1180 sheets 14. DADF built in 15. Paper size maximum A3 size 16. Built in Network Printer 17. Built in Network Color Scanner 18. Built-in Duplex 19. Printing resolution 1200 x 1200 dpi 20. Reading 600 x 600dpi 21. Copy 600x 600 dpi 22. Multiple Copies 1 to 999 sheets 23. Password protected function for Users	
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<b>LOT # 4- IT Equipment</b>			
<b>S.NO</b>	<b>Item</b>	<b>Specification</b>	<b>Quantity</b>
1	Laptops	Processor: Upto 7th Generation (2.40GHz) like Intel Core i3-7100U Processor ; Operating System: Windows 10 Home; Graphics: Up to HD Graphics 620; Webcam / Microphone: 0.3MP with Microphone; Memory: 4GB DDR4 2133 MHz (Onboard); Storage: upto 1 TB; Audio: 2 x Stereo Speakers; Battery: 30WHr, Up to 5 Hours Video Playback; Display: 15.6" HD (1366 x 768) Glossy with integrated camera; Dimensions (W x D x H): 14.92" x 10.24" x 0.9" / 379 x 260 x 22.9 (mm); Weight (with battery): Starting at 4.9 lbs (2.2 kg); Color: Black; WiFi: 802.11 AC WiFi ;	23

		<p>LAN: 10/100/1000M Gigabit Ethernet;</p> <p>Bluetooth: 4.0;</p> <p>Ports:</p> <p>1 x USB 3.02</p> <p>2 x USB 2.0</p> <p>3.5 mm Combo Audio Jack</p> <p>1 x VGA</p> <p>1 x HDMI</p> <p>1 x RJ45 Gigabit LAN</p> <p>Card Reader: (SD, SDHC, SDXC, MMC);</p> <p>Product like Lenovo IdeaPad 310</p>	
2	Optical USB Fingerprint Reader	<p>Pixel resolution: 512 dpi (average x, y over the scan area);</p> <p>Scan capture area: 14.6 mm (nom. width at center) 18.1 mm (nom. length);</p> <p>8-bit grayscale (256 levels of gray)</p> <p>Reader size (approximate): 65 mm x 36 mm x 15.56 mm</p> <p>Compatible with: USB 1.0, 1.1 and 2.0 (Full Speed) ;</p> <p>SDK: portable to customize with other applications;</p> <p>Target OS: Windows 10</p> <p>Product like Digital Persona U.are.U 4500</p>	20
3	Vehicle Tracking Device	<p>Geo-Fence; Online tracking through Web Access + Mobile Application;</p> <p>24/7 Tracking; Battery Tamper; Trip/Movement Report.</p>	22

## Section VI. Sample Forms

### Notes on the Sample Forms

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

**The Contract Form**, when it is finalized at the time of Contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the Contract should be modified accordingly.

**The Performance Security** form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the Procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

**The Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

## Sample Forms

1.	BID FORM AND PRICE SCHEDULES	58
2.	BID SECURITY FORM	60
3.	CONTRACT FORM	61
4.	PERFORMANCE SECURITY FORM	62
5.	MANUFACTURER'S AUTHORIZATION FORM	64
6.	INTEGRITY PACT	65

1. **Bid Form and Price Schedules**

Date: \_\_\_\_\_  
 IFB No: \_\_\_\_\_

To: KP Boards of Information Technology

Gentlemen and/or Ladies:

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, to 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 \_\_\_\_\_ 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 Clause 22 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 Schedule in Pak. Rupees

Name of Bidder: \_\_\_\_\_

IFB Number: \_\_\_\_\_

Quoted for Lot No: \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description of Items	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Price of any other incidental services if required

Signature of Bidder \_\_\_\_\_

Company Name : \_\_\_\_\_

Company Stamp: \_\_\_\_\_

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

## 2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring agency] (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
  - a. fails or refuses to execute the Contract Form, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[signature of the bank]*

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between [name of Procuring Agency] of [country of Procuring agency] (hereinafter called “the Procuring agency”) 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 agency 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/ PO 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 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.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

#### 4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the Contract/ PO]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[Address]*

---

*[date]*

## 5. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

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

\_\_\_\_\_  
*[signature for and on behalf of Manufacturer]*

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

**6. INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACT WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: *[To be filled in at the time of signing of Contract]*  
Contract Title: \_\_\_\_\_

[name of Supplier] hereby declares that it 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 agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

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.

[name of Supplier] certifies that it 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.

[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.

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 time 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.

Name of Buyer: ..... Name of Seller/Supplier: .....  
Signature: .....[Seal] Signature: .....{Seal}