

MUNICIPAL SERVICES PROGRAMM PESHAWAR

(Bidding Document for **GPS Differential**)

September 2020

**Local Government Election and Rural Development Department
KHYBER PAKHTUNKHWA**

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**INSTRUCTION TO USER OF THIS
DOCUMENT**

INSTRUCTION TO USER OF THIS DOCUMENT

1. Methods of Procurement of Goods valuing more than Rs. 100,000/-

- 11 Open tendering shall be the default method of procurement of Goods valuing more than Rs. 100,000/- . However direct sourcing in case of emergency and other conditions laid as follows, can be the alternative method of procurement for Goods valuing more than Rs. 100,000/-

1.2 DIRECT CONTRACTING AND EMERGENCY PROCUREMENT

Under following circumstances deviation from the requirements of advertisement and response time under these rules is permissible:

- (a) in cases of emergency as provided in the National Disaster Management Act, 2010 (Act No. XXIV of 2010), subject to the condition,--
 - (i) that all such procurements along with its emergent nature has to be recorded by the Procuring Officer and approved by the technical head of the procuring entity under intimation to the Principal Accounting Officer, Secretary at Provincial or Deputy Commissioner at District level;
 - (ii) that these have to be immediately intimated to the Accountant General Office or District Accounts Office, as the case may be;
 - (iii) that quantities in all such procurements shall be limited to the assessed requirement of emergency only; and
 - (iv) that these shall be used only for procurements upto maximum for three months, which may be extended for such a period that Government may deem fit, depending on the nature of emergency;
- (b) The procurement of sensitive nature and related to National Security:

Provided that the direct sourcing of all such procurements shall be duly recorded; and

- (c) the direct sourcing to a government organization for provision of works, goods or services under a cost plus or fixed contract provided that the Public Sector Organization shall not involve a private sector enterprise as a partner or in the form of a joint

venture or a sub-contractor. The government organizations shall be totally government owned and controlled or semi-autonomous and autonomous agencies under the administrative control of Federal Government or Provincial Government.

1.3. Alternate methods for procurement of goods.--- A procurement entity may use the following alternative methods for procurement of goods, namely:

- (a) procurement of goods upto Rs. 50,000/- may be undertaken by obtaining a single quotation through direct sourcing.
- (b) petty purchases between Rs. 50,000/- upto Rs. 100,000/- shall be procured through alternate method only if the following conditions are met, namely:
 - (i) minimum of three quotations have been obtained:

Provided that if despite soliciting, less than three quotations are received it would be acceptable;

- (ii) request for quotation is sent to prospective bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received;
 - (iii) the closing time, date and address for submitting quotations has been clearly defined and adhered to;
 - (iv) the object of the procurement has standard specifications;
 - (v) in case, amount pertaining to applicable tax is not added in the quotation, comparison of price is made after adding amount of applicable tax; and
 - (vi) during comparison, each item should be compared to the corresponding respective specification and bid evaluated to the corresponding total cost of the bid;
- (c) a procurement entity shall only engage in alternate method if the following conditions exist, namely:

- (i) repeat orders within a period of six months:

Provided that it does not exceed fifteen percent of the original contract value;

- (ii) in case of procurement through government organizations, in accordance with provisions of [rule-3\(2\)\(c\)](#) of these rules;

- (iii) where the procurement concerns the acquisition of spare parts or supplementary services from original manufacturer or supplier or sole distributor:

Provided that the same are not available from alternative sources;

- (iv) where the same goods are not available from alternative sources or only one contractor, manufacturer or supplier exists for the required procurement;
- (v) where a change of contractor or supplier would ensue the procuring entity to acquire material having different technical specifications or characteristics and would result in incompatibility or disproportionate technical difficulties in operation and maintenance, this shall be done with proper justification and recording of such reasons, provided that the contract or contracts do not exceed three years in duration;
- (vi) where the price of goods is fixed by Government;
- (vii) where the motor vehicles or machinery is purchased from local original manufacturers or their authorized agents at manufacturer's price including transportation charges and other applicable taxes; and
- (viii) in case of emergency as defined in these rules and procurement specified under sub-rule 3(2)(a) and 3(2)(b):

Provided that the procurement entity shall specify appropriate forums vested with necessary authority to declare an emergency;

1.4 NEGOTIATED TENDERING

A procuring entity may engage in negotiated tendering with one or more suppliers or contractors with or without prior publication of a procurement notification. This procedure shall only be used when,-

- i. the supplies involved are manufactured purely for the purpose of supporting a specific piece of research or an experiment, a study or a particular development;
- ii. for technical or artistic reasons, or for reasons connected with protection of exclusive rights or intellectual property, the supplies may be manufactured or delivered only by a particular supplier;
- iii. for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the time limits laid down for open and limited bidding methods cannot be met. The circumstances invoked to justify extreme urgency must not be attributable to the procuring entity:

Provided that any procuring entity desirous of using negotiated tendering as a method of procurement shall ensure that price negotiated is either equal to or less than the previous rate of the same item procured through open bid, and the report must record its reasons and justifications in writing for resorting to negotiated tendering and shall place the same on record or procuring entity may contract the previous supplier for supply at the previous agreed rate; thereby placing the order with modification/extension to the Contract.

1.5. OPEN TENDERING THROUGH ADVERTISING ON THE WEBSITE

- 1) Purchases upto Rs. 2.5 million, shall be posted on the procuring entity's website or PPRA's or both. These procurement opportunities may also be advertised in print media, if deemed necessary by the procuring entity.

1.6. OPEN TENDERING

- (a) All purchases, other than exceptional circumstances listed above, shall be undertaken through open tendering. Such procurements shall be advertised in print media, appearing in at least in one National English and one Urdu newspaper with nation wide circulation along with advertising the same either on the procuring entity or PPRA's website.
- (b) Open tendering can be done through using a single envelope single stage method. This method should be used where cost is the only determining factor. The single envelope shall contain the financial proposal / offer, in accordance with the bid solicitation documents.
- (c) However in cases of procurement of complex or specialized goods, single envelope two stages shall be used. In the first stage, the envelope shall contain the technical proposal, in accordance with the bid solicitation documents. Financial offer of the qualified supplier / contractor (s) as a result of evaluation of the technical proposals / offer, shall be solicited in one envelope in the second stage. The lowest offer shall be awarded the contract.
- (d) Two stage two envelopes method shall be used under exceptional circumstances and when it is deemed appropriate by the procuring entity in a given situation.

1.7 Procurement of Goods valuing more than Rs. 100,000 can also be undertaken by first pre-qualification potential suppliers through an open pre-qualification notice which shall be published in the print media as well as posted on the website of the procuring entity. The pre-qualification may be undertaken in the following manner:

- (1) The procuring entity may pre-qualify bidders by soliciting various details including but not limited to the following, in accordance with the provisions of the FP Rules;
 - a) legal status along with proof of registration with one of the federal or provincial registration acts;
 - b) proof of being a taxpayer;
 - c) organizational profile, relevant experience, past performance, list of clients and references;
 - d) relevant experience and past performance;
 - d) existing capabilities with respect to HR personnel, computing and engineering equipment (as may be the case), machinery and plant;
 - e) financial position for the last three year including bank statements and audited reports by an external auditor;
 - f) proof of possessing appropriate managerial capability; and
 - g) any other factor that a procuring entity may deem relevant, depending on the nature and complexity of the contract but not inconsistent with these rules.

1.8 Following templates for the bid solicitation documents shall be used.

REQUEST FOR QUOTATION – PROCUREMENT OF SMALL GOODS CONTRACT

INTRODUCTION

This SBD covers all small procurements valuing less than Rs. 10 million. Various templates have been prepared for users. The SBD has been developed in a simplified and user friendly manner. Various sections of this SBD have been designed strictly in accordance with the KPP Rules 2014. Methods for procurement through invited quotations and open tendering have been sufficiently and separately covered.

1.1 **Request for Quotation**, is used for petty Purchases up to Rs. 100,000/-. Procurement of Goods valuing less than Rs. 50,000/- can be undertaken by soliciting single quote. For procurement of Goods valuing more than Rs. 50,000 and less than Rs. 100,000/-, three quotations must be solicited from eligible suppliers. Quotations shall be solicited in accordance with the principles given below:

- (a) Request for Quotation is sent to all expected bidders, simultaneously, with full contents and same information, which is duly acknowledged to be received.
- (b) The closing time, date & address for submitting quotations shall be clearly defined and adhered to.
- (c) All specifications are the same.
- (d) In case, amount pertaining to applicable tax is not added in the quotation, comparison of price should be made after adding amount of applicable tax.
- (e) During comparison, each item should be compared to the corresponding specification.

1.2 Following format (Goods A-01) shall be adopted while soliciting quotation (s) in accordance with the above principles.

[insert name of the procuring entity]

Procurement # _____

Date

To,
M/s [insert name of the supplier]
[insert address of the supplier]

Subject: Request for Quotation – [insert title of procurement]

You are requested to submit your quotation, quoting each and all items, to the undersigned by the [insert date and time] at [insert office and its address]. The quotation (s) will be opened in the presence of those who shall wish to be present at [insert date and time (time should be half an hour after the closing time for receiving quotes)].

1. Attached are the descriptions & specifications, required quantities, delivery period and the general terms and conditions.
2. The lowest evaluated Bidder will be required to furnish the Samples of each item of required specification in final finish form for review and approval of the Purchase before the purchase order is issued to the lowest bidder.

Yours truly

For and On behalf of [insert name of the procuring entity]

[insert name of the procuring officer]

[insert contact details & address]

INVITATION FOR BIDS

Invitation for Bids

Date: [date of issuance of IFB] _____
IFB No. _____

1. The [name of Procuring agency] has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of [name of Project]. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for [title of contract].
2. The [name of the Procuring agency] now invites sealed bids from eligible bidders for the supply of [brief description of the goods and related services].
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of [name of appropriate purchasing unit] [mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers].
4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee (nominal so as to cover printing/reproduction and mailing costs) of amount in Pak. Rupees
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made there under which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan*.
6. Bids must be delivered to the above office on or before [time] on [date] and must be accompanied by a security of [fixed sum or percentage].
7. Bids will be opened in the presence of bidders' representatives who choose to attend at [time and date] at the offices of [address of appropriate office].
8. The bidders are requested to give their best and final prices as no negotiations are expected.

(Name of the Procuring Officer)
(Designation)
(Address)
<Name of Procuring entity>
<Address of procuring entity>

INSTRUCTION TO BIDDERS

Date_____

Department

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stages two envelopes)
- B. The proposal shall be clearly marked on the outer side” technical proposal” “financial proposal” or technical and financial proposals as the case may be.
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate (optional).
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, the submitted bid < Name of procuring entity> may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.

- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any) (optional)
- M. Response time: all bidders shall submit proposals\ as per these insufficient on or before close of office on <specify date>, <specify venue and addresses> these will be opened half an hour after the deadline. No proposal in any case shall be accepted after the deadline.
- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years. (Optional)
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to 0- 5% of the total value of the contract along with the bid in the envelope containing Technical proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. "OPTIONAL". The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

1. **Bid Form and Price Schedules**

Date: _____
IFB No: _____

To: *[name and address of Procuring Agency]*

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 relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required

Signature of Bidder _____

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

GENERAL TERMS AND CONDITIONS

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

1. Following are the details regarding request for quotation for [insert title of the procurement].

Matrix to be filled by the bidder as per the instructions laid down here.

2. General Terms and Conditions Following are the General Terms and Conditions

- n) The above details shall be submitted in a sealed envelope
- o) "OPTIONAL" Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
- p) The Supplier (s) must be registered with the Sales Tax authorities.
- q) Warranty of Goods shall be provided along with (as the procuring entity may deem necessary) "quote" "the warranty period shall be <procuring entity shall insert warranty period>"
- r) The quote (s) must remain valid for [insert validity period which should not be less than 30 days]
- s) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- t) The request for quotation is non-transferable.
- u) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever, will be considered.
- v) The quote(s) must be accompanied with an bid security valuing 2 % of the total quoted price.
- w) NTN certificate shall be enclosed.
- x) Each supplier can only submit one offer / quote.
- y) The quotation must carry the authorized signatures of the representative of the supplier.
- z) [PMU MSP] has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.

Yours truly

For and On behalf of [insert name of the procuring entity]
[insert name of the procuring officer]
[insert contact details & address]

<Name of Procuring entity>
<Address Procuring entity>

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

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

B. BID SECURITY DEPOSIT (Where Applicable)

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

C. PLACE AND TIME OF DELIVERY

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

(i) Delivery Schedule

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

D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

E. INSPECTION of Goods on Delivery (whole applicable)

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

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

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

F. PACKAGING

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

Each pack or container should clearly indicate the following information:

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

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

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PERFORMANCE BANK GUARANTEE (OPTIONAL)

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

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

FORFEITURE OF PERFORMANCE BANK

GUARANTEE

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

H. PAYMENT CLAUSE Payment shall be made on production of the following

documents: -

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

DETAIL OF STANDARDS (if applicable)

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

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)
Name and Designation

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

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

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

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

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

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

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

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the

specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

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

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

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

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

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

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

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

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

M. INDEMNITY

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

N. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written

permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

O. BRIBES COMMISSION ETC.

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

P. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

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

Termination by the Supplier

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

Q. FORCE MAJEURE

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

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R. APPLICABLE LAWS

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

S. CONTRACT AMENDMENT

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

T. NOTICES

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

To: The Client

To: The Supplier -----

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

U. QUALIFICATION CRITERIA

MSP / WSSP will evaluate the proposals on the basis of their compliance with the RFP, ToR, evaluation criteria, and the point system as specified below.

A proposal shall be rejected during technical evaluation if it does not comply with the RFP and ToR or if it fails to achieve the minimum score as indicated in Table 1 below:

Table 1

Category	Description	Status	Score
Legal Parameters	Authorized Dealer/Distributor of Respective Hardware	Mandatory	No score being mandatory
	Valid Income Tax Registration	Mandatory	–
	Valid General Sales Tax Registration: Status = At Active Tax Payer List (ATL) with FBR	Mandatory	–

	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory	–
Evaluation Matrix	Compliance & Conformance to the Statement of Requirement/technical specifications/ to be procured.	Weightage based	40 Marks
	Fully functional Offices/ Infrastructure Presence (Inspections shall be made during evaluation stage) Provincial: 05 Marks National:05 Marks	--	10 Marks
	Proven/sound track record in provision of similar supplies (Number of years along with copies of work orders from Procuring Entities) Up to 3 years: 05 Marks Up to 05 years: 07 Marks More than 05 years: 10 Marks	--	10 Marks
	Projects of similar nature, complexity and financial Outlay completed over latest 5 years. (Minimum 2 Projects and each project contains 2 marks) Up to 5 Projects : Max Marks Less than 2 projects: No marks (Shall be calculated from copies of supply/work orders of procuring entities)	--	10 Marks
	Projects in hands, projects of similar nature, complexity and financial outlay. (Minimum 1 Project) (Copy of supply order will be required)	--	10 Marks
	Overall Annual Turnover during last 03 years (Min. 05 Million)	--	10 Marks
	Availability of capital sufficient for Assignment (last 03 years net worth statement).	--	10 Marks
	TOTAL SCORE		
Bid obtaining 70% score will be considered as eligible.			

Financial Evaluation;

The bid with the lowest price was given a score of 100 and the other proposals were given scores that are inversely proportional to the lowest cost bid using the formula as under;

Lowest Bid Price ÷ Bid Price x 100 = Financial Score.

Combined Technical and Financial Score

A total score for each bid was obtained by adding Technical Score weightage and Financial Score Weightage.

Technical Score shall be given 70% Weightage and Financial Score shall be given 30% Weightage.

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1. Part I

Introduction

WSSP/MSP intends to invite bids from established bidders for Differential GPS for WSSP Head Office in Peshawar.

Detail of Scope of work required for Hardware, Software and Services is available in Terms Of Reference (ToR).

1) Bidding Process:

Equipment & Suppliers/System Integrators/Vendors will be selected after an open and transparent bidding process in accordance with Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) guideline. Salient features of the bidding process are:

- a. The bidding process shall be a SINGLE STAGE, TWO ENVELOPES.
- b. Applicants will be required to submit their technical and financial proposals in two separate sealed envelopes. The envelopes shall be clearly marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters.
- c. Financial Proposals of only the technically qualified applicants will be opened.
- d. Financial proposals of the applicants not qualifying the technical evaluation will be returned unopened.

2) Eligibility Criteria:

Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process.

- a. Bidders having minimum 3 years of working experience in the relevant hardware.
- b. The vendor will ensure that the equipment is acquired from the original manufacturer and is procured through proper channel as advised by the original manufacturer.
- c. The equipment must be offered with required warranty, explicitly mentioned in ToR for each product offered. Please note

- that partial bids shall not be entertained.
- d. Only the OEM, Authorized Partners/Dealers or Authorized Distributors of respective hardware may participate in the tender. (General order suppliers will not be entertained).
 - e. NTN and Sales Tax registration certificates, as per the applicable government regulation, shall be provided in the proposal.
 - f. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.

3) General Conditions:

- a. The bidder will be selected after an open and transparent bidding process.
- b. Proposals shall be submitted in English language.
- c. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- d. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the bidder.
- e. For clarification on any item of this RFP, the applicants may send a written request, up till 07 (seven) days before the proposals submission date.
- f. WSSP/MSP may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. WSSP/MSP shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds as per KPPRA Rule (33).
- g. The company may increase or decrease quantities of items as per KPPRA rules.
- h. The costs of preparing the proposal and of negotiating the contract, including visits for discussion with WSSP/MSP are not reimbursable.
- i. The bidder shall quote only a single item against each category.
- j. The equipment shall be supplied in packed form and shall only be opened in the presence of the WSSP/MSP Officials. Working manuals and other related literature shall accompany the equipment in original at the time of delivery.
- k. In case of non-conformity with the desired specification, the item(s) shall be replaced by the Supplier free of cost. No additional time shall be permitted, and any delay may result in imposition of liquidity damages.
- l. Successful Supplier shall ensure to complete the supply of equipment(s) at the earliest but not later than 6-8 weeks from**

the date of issuance of purchase/supply order.

- m. The contracted services shall be completed within 1 week after the delivery of equipment.
- n. In case of delivery delays beyond stipulated time, a penalty at the rate of 0.15% of total purchase price per day for each day beyond final delivery date, for delays exceeding 3 weeks from the final delivery date WSSP/MSP may cancel the purchase order and forfeit the bid security.
- o. In case of delays in performance of services beyond stipulated time, a penalty at the rate of 0.15% of total purchase price per day for each day beyond stipulated time and for delays exceeding 3 weeks from the stipulated time WSSP/MSP may cancel the purchase order and forfeit the bid security.
- p. Bidders must quote high quality equipment from well-established international Brands.
- q. WSSP/MSP will carry out relevant test and will inspect the equipment for successful acceptance. *If the supplied equipment is Counterfeit, refurbished, or below the required specification etc. it shall be rejected.*
- r. Supplier shall be responsible for Installation and Commissioning of equipment.

4) Bid Security / Performance Guarantee:

- a. A bid security in the form of a Pay Order/ Demand Draft in the name of "Project Director Project Management Unit Municipal Services Program" amounting 2% of the total bid must be attached with the technical proposal.
- b. The bid security shall be submitted in a separate envelope along with the technical proposal.
- c. Payment of bid security in the form of Cash or Cheque shall not be entertained and such bids shall be returned unopened.
- d. Bid Security of Unsuccessful bidders will be released within 10 days of the issuance of purchase order to the successful bidder.
- e. Bid security of the successful bidder will be released after submission of Performance Guarantee equivalent to 10 % of purchase order.
- f. Bid Security of bidders who do not technically qualify shall be returned with the unopened financial bid.

5) Technical Proposal:

Technical Proposals to be submitted by the applicants shall be in compliance with the requirements laid down in the RFP and ToR.

The Technical proposal shall be clearly marked with the following: -

TECHNICAL PROPOSAL

The technical proposal shall include:

- a. A bid security in the form of a CDR/ Demand Draft in the name of "Project Director Project Management Unit, Municipal Services Program" amounting 2% of the total bid must be attached with the technical. It should be submitted in a separate sealed envelope.
- b. The following documentation will be provided as part of the technical proposal:
 - i. Brief description of the company
 - ii. Major areas of expertise
 - iii. Outline of work experience with references to work on similar projects, name of the client along with their references / completion certificates, assignment duration and project costs
 - iv. Audited Financial Statements for the past 3 years of the company
- c. Details of local technical support of equipment / service.
- d. Warranty details of all hardware, software and services should be clearly mentioned in the bid as mentioned in the TOR.
- e. Proof of GST Registration
- f. Compliance against each clause and sub-clause of RFP and ToR must be attached. Following conventions shall be used in the compliance checklist;
 - i. Fully Complied(FC)
 - ii. Not Complied (NC)
- g. Additional information (if any)

6) Financial Proposal:

The bidder shall submit Financial Proposals specified in the ToR in separate sealed envelope. Envelop shall be clearly marked with the following: -

"FINANCIAL PROPOSAL"

DO NOT OPEN WITH THE TECHNICAL PROPOSAL

The financial proposal shall include:

- a. A lump sum cost along-with the complete item wise cost breakup inclusive of all applicable taxes shall be provided.
- b. All prices shall be in Pak Rupees
- c. The proposal must remain valid for a period of 90 days after the submission date.
- d. Taxes / Govt. Duties will be deducted at the time of the payment as per government rules and regulations.

7) Submission, Opening and Receipt of Proposals:

- a. The original proposal (Technical and Financial Proposal) shall be prepared without any interlineations or overwriting. Please note;
- b. Two printed copies, for each Technical and Financial proposal, shall be submitted in separate envelopes. Each Technical and Financial Proposal shall be marked "ORIGINAL" and/or "COPY" as appropriate.
- c. The envelopes shall be marked separately as "Technical Proposal" and the "Financial Proposal" in bold and legible letters to avoid confusion.
- d. A pre-bid meeting is scheduled on 5th October 2020, 11:00 am at MSP office. To ensure fair consideration for all Proposers, WSSP/MSP prohibits communication to or with any department, officer or employee during the submission process except as provided below. If the Proposer should be in doubt as to the meaning of any of the Proposal documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions. Proposers shall email a written request for interpretations or clarification.
- e. Technical and Financial proposals must be delivered at the address given below on or before 10:30 am (PST), 12th October 2020.

Procurement Specialist, MSP.
House No 43-B-1,
Sahibzada Abdul Qayyum Road,
University Town, Peshawar.
Email:

- f. Technical Proposals shall be opened the same day i.e. 12:30 Pm (PST), 12th October 2020, in presence of all the applicants who choose to be present.
- g. The evaluation of Technical Proposals will be carried out first as per the evaluation criteria given in section 2. The results of the technical evaluation will be communicated to all the applicants. The financial proposals of the bidders who do not technically qualify will be returned unopened.
- h. Financial proposals of the technically qualified applicants will be opened publicly, for which the time and date will be communicated to the qualified applicants later on.

8) Evaluation Criteria:

MSP / WSSP will evaluate the proposals on the basis of their compliance with the RFP, ToR, evaluation criteria, and the point system as specified below.

A proposal shall be rejected during technical evaluation if it does not comply with the RFP and ToR or if it fails to achieve the minimum score as indicated in Table 1 below:

Table 1

Category	Description	Status	Score
Legal Parameters	Authorized Dealer/Distributor of Respective Hardware	Mandatory	No score being mandatory
	Valid Income Tax Registration	Mandatory	–
	Valid General Sales Tax Registration: Status = At Active Tax Payer List (ATL) with FBR	Mandatory	–
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory	–
Evaluation	Compliance & Conformance	Weightage	40 Marks

Matrix	to the Statement of Requirement/technical specifications/ to be procured.	based	
	Fully functional Offices/ Infrastructure Presence (Inspections shall be made during evaluation stage) Provincial: 05 Marks National:05 Marks	--	10 Marks
	Proven/sound track record in provision of similar supplies (Number of years along with copies of work orders from Procuring Entities) Up to 3 years: 05 Marks Up to 05 years: 07 Marks More than 05 years: 10 Marks	--	10 Marks
	Projects of similar nature, complexity and financial Outlay completed over latest 5 years. (Minimum 2 Projects and each project contains 2 marks) Up to 5 Projects : Max Marks Less than 2 projects: No marks (Shall be calculated from copies of supply/work orders of procuring entities)	--	10 Marks
	Projects in hands, projects of similar nature, complexity and financial outlay. (Minimum 1 Project) (Copy of supply order will be required)	--	10 Marks
	Overall Annual Turnover during last 03 years (Min. 05 Million)	--	10 Marks
	Availability of capital sufficient for Assignment (last 03 years net worth	--	10 Marks

	statement).		
	TOTAL SCORE		100 Marks
Bid obtaining 70% score will be considered as eligible.			

Financial Evaluation;

The bid with the lowest price was given a score of 100 and the other proposals were given scores that are inversely proportional to the lowest cost bid using the formula as under;

Lowest Bid Price ÷ Bid Price x 100 = Financial Score.

Combined Technical and Financial Score

A total score for each bid was obtained by adding Technical Score weightage and Financial Score Weightage.

Technical Score shall be given 70% Weightage and Financial Score shall be given 30% Weightage.

9) Payment Terms:

The payment for the subject procurement will be made as per the following plan: -

Milestone	Payment trigger	Payment Due	Remaining Payment
Delivery of Equipment	GRN (Goods Receipt Note issued upon completion of delivery)	50%	50%
Installation & Commissioning	PAC (Provisional Acceptance Certificate issued upon acceptance of Installation & commissioning)	40%	10%
Retention Money	10% Shall retain till the completion of Warranty period of the equipment. (Or Shall be released on provision of Bank Guarantee equal to 10% of total cost).	10%	0

2. Part II

Terms of Reference

1) Scope of Work

PMU MSP Peshawar invites proposals from companies/firms having legal presence in Pakistan for purchase of Differential GPS for WSSP Head Office.

The scope of work includes:

- a) Delivery of IT Equipment as per the specifications defined.
- b) Mounting, Installation of Hardware and Software of Equipment.
- c) Principal OEM supplier must have 24 X 7 technical repair, replacement & support in the country.
- d) 24x7 SLA shall be proposed separately by the bidder.

2) Warranties

Bidders shall provide complete details of hardware, software and services warranties for each item.

Hardware Warranty

- a) Minimum 1 Years standard warranty of all hardware with parts and services is required
- b) The bidder must provide Hardware Maintenance Service for the Hardware throughout the Hardware Warranty Period. All charges and costs associated with providing the Hardware Maintenance Service during the said period are included in the price of the Hardware.
- c) If during Installation of the hardware any supplied hardware is found defective or gets damaged, the same shall be replaced by the Bidder free
- d) If during the period of warranty any component of the supplied hardware is found defective, or failed in test or in operation, the same shall be replaced by the Bidder free of cost.

Software Warranty & Support

- a) Bidder warrants that the Software (CD-ROMs, diskettes, or other media) upon which the Software is delivered are free from defects in materials and workmanship under normal use.
- b) Bidder warrants that the Software will perform in accordance with the Documentation.
- c) The Bidder is required to provide support service on implementation, fault diagnosis and resolution, consultation, and updating services on the supplied Hardware Server and associated System Software.

Technical Specifications

Part: 1 GPS (Differential) Base RTK (Non-Chinese Brand)

Technical Specification	Compliance (Yes/No)	Remarks for any deviation
<p>Base Mode Qty (01)</p>	<p>Full GNSS including GPS, GLONASS, BeiDou Galileo RTK Precision: 8 mm H / 15 mm V Upto 550 Channels, Higher channels would be preferable, With External Antenna Integrated Internal Battery 7.2v 7800 mA-hr Lithium-ion External Power Input with Lemo Connector Operation Time as Base Station 11 Hours+ Key Board & Display for Direct configuration Bluetooth®, Ethernet, serial and USB support Data logging internally and to external Storage Multiple data file formats GSM/GPRS Supported Receiver Position Update Rate 1Hz to 20Hz</p>	
<p>Data Controller</p>	<p>Windows Embedded Handheld 6.5 Professional Operating System including: Sat Viewer (GPS interface application) Cell Start (WWAN configuration application) Microsoft Office Mobile 2010 (Word Mobile, Excel Mobile, PowerPoint Mobile, Outlook Mobile Processor: 1 GHz, Texas Instruments DM3730 Memory: 512 MB Storage: 16 GB SSD Expansion: Micro SD memory card slot (supports SDHC up to 32 GB, SIM card slot Integrated 3.75G cellular data, text and voice capability Bluetooth 2.1 +EDR; Wi-Fi 802.11 b/g/n WWAN radios: UMTS / HSPA+, GSM / GPRS/ EDGE,</p>	

Data Processing Software	Standard Software		
Accessories	With all Standard Accessories		
Warranty	01 year Standard warranty		

Part: 2 GPS (Differential) Rover RTK (Non-Chinese Brand)

Technical Specification		Compliance (Yes/No)	Remarks for any deviation
Rover Mode Qty (01)	A professional solution for geospatial applications ranging from sub-meter to centimeter accuracies to support any GIS or survey-grade workflow Wi-Fi Simultaneous client and access point (AP) modes Bluetooth wireless technology Fully-integrated, fully-sealed 2.4 GHz Bluetooth module <1 mm Precision in a 1 Hz Bandwidth High Precision Multiple Correlate for L1/L2 Pseudo range Measurement 220 Channels or higher would be preferable, RTX Field Point Proven Low Elevation Tracking Technology Supported data formats Correction inputs CMR, CMR+™, CMRx, RTCM 2.x, RTCM 3 internal antenna Frequency Range L1/L2 (GPS, GLONASS, Galileo, BeiDou, QZSS), MSS (RTX), L1 SBAS Replaceable internal battery 7.4 V, 2800 mA-hr or above, Lithium-ion		
Warranty	01 year Standard warranty		

Note:

- **Single Data Controller for both Base and Rover must be supplied and also the Base and Rover must be of same model having compatibility with each other.**
- **The price of Data Controller, Data Processing Software and Accessories must be inclusive with the Price of Base.**
- **The equipment's must be acquired by adopting all the legal formalities including, if required, the NOC/Approval from the PTA.**

TENDER “TERMS & CONDITIONS”

Sealed tenders are invited under single stage two envelop system i.e. Technical Bid and Financial Bid by the undersigned from manufacturers or their authorized distributors and also from Government/Semi-Government Organizations and Public Sector for supply, installation and commissioning of IT Equipment.

The pre bid meeting shall be conducted as on date and time mentioned in NIT, Pre-Bid Meeting means the meeting conducted by the Procurement Authority on the given date and time prior to the actual date of bid opening.

1. Tender envelop(s) must be sealed and Marked as **“TENDER FOR SUPPLY OF DIFFERENTIAL GPS”** which shall be addressed to The Chief Executive Officer Water and Sanitation Services Peshawar
2. The tender fee Rs. 500/- is non-refundable.
3. **Incomplete tender will not be accepted.**
4. **Conditional tender will not be accepted.**
5. **Optional tender will not be accepted.** The firm should have to quote only one model. The option either in model or in rates will not be accepted and the tender will be rejected straightway.
6. The price must be quoted as per BOQ, nothing over and above the quoted price would be payable to the successful bidder. The Tenderer must quote the price both in words as well as in figures. Any over writing/cutting etc. shall render the tender invalid. **The option in the rates will not be entertained and the tender will be rejected straightway.**
7. Tenderer would not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.
8. If the supply is found inferior to by the Purchase/Technical Committee, the consignment will be rejected. The supplier will have to take back the consignment at his own cost and replace it within fresh stock as per approved samples within 25 days.
9. The payment will be made after receipt/acceptance of goods in good condition. No advance payment will be made. Under no circumstances, sub-standard material will be accepted.
10. The Purchase Committee reserves the right to relax any terms and condition in the govt. interest with the approval of Competent Authority.
11. The purchase committee reserves the right to reject any tender or all tenders without assigning any reasons thereof.
12. The Competent Authority can terminate/recall the tender due to administrative reasons.

13. All disputes are subject to the jurisdiction of the Courts at Peshawar.
14. A copy of terms and conditions duly signed & stamped by the tenderer, as a token of acceptance of the same should be attached along with the tenders.
15. The tender will be rejected straightway without assigning any reasons if the firm declared black listed by any Govt./Semi govt. department/agencies etc.
16. Tenderer(s) shall indicate complete technical specifications and all features of the quoted equipment and also submit its literature/brochures with the technical bid.
17. The tendering firm will also submit a certificate that the product offered by them is as per technical specifications of the tender.
18. If the performance of any individual equipment or System fails to meet the contract specifications, then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.
19. The quoted rates should be inclusive of all applicable taxes, and any additional charges. WSSP/MSP shall not be responsible to pay for transportation / Installation / Commissioning etc.
20. The bidder should be registered company with taxation authorities.

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.

We have gone through all the conditions of tender / bidding documents and are liable to any legal action for furnishing false information / documents.

**SIGNATUR
E
WITH STAMP OF**

THE FIRM

Date: _____

PROVIDER's PROFILE

Company/Dealer	
Address of Office	
Telephone /Mobile Nos.	
NTN No	
Years of Experience	
No. of Clients	

Authorized Signature: _____

Name & Designation: _____

Company/Dealer Seal:

Bill of Quantity

Differential GPS for MSP/ WSSP Office

S. No.	Equipment/Software	Qty	Per unit Price	Total Price
1.	Differential GPS (Base)	01		
2.	Differential GPS (Rover)	01		

GRAND TOTAL;	
--------------	--

In
Words _____

Signature: _____

Company/Dealer Seal: _____

Agreement

This Agreement (“**Agreement**”) is entered into this _____ day of July, 2018,

by and

Between

Water and Sanitation Services Peshawar hereinafter to be referred as
“**WSSP/MSP**”, having its office at _____
_____, through its (Authorized officer), and where the
context so admits, shall include its successors, legal representatives and permitted
assigns, of the **First Part**.

And

_____ hereinafter to be referred as
“_____”, having its office at _____
through its _____, and where the context so admits,
shall include its successors, legal representatives and permitted assigns, of the
Second Part. WSSP/MSP and _____ are hereinafter collectively
referred to as Parties. **WHEREAS** WSSP/MSP requires _____ to
provide IT Equipment as per Specification in TORs / Bidding Documents.

NOW THEREFORE the Parties hereto agree to the terms, conditions and
stipulations set forth hereinafter:

1. Term

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on _____ and shall terminate after ONE year OR subjected to renewal under the approval of Competent Authority and as per Rules.

2. Statement of Work

The purpose for this Agreement is to provide IT Equipment as per Specification in TORs / Bidding Documents.

3. Payment

As per Schedule Mentioned in Bidding Documents.

4. Penalties

If SUPPLIER does not complete the service within the specified timeframe, then an amount equivalent to 0.5% of the total compensation (of the month) shall be deducted by WSSP/MSP from the compensation for every delayed day, after one-week grace period. This clause of penalty is however not applicable in case of Force Majeure.

5. Confidential Information

All files, record, drawings, specification, CDs, Cassettes and similar items relating to operators of WSSP/MSP, whether they are prepared by SUPPLIER or come into SUPPLIER's possession in any other way and whether or not they contain or constitute confidential business information or trade secrets owned by the WSSP/MSP, are and shall remain the exclusive property of WSSP/MSP and shall not be removed from the premises of WSSP/MSP under any circumstances whatsoever. In case of unavoidable accessibility needed by the SUPPLIER, the consent of WSSP/MSP would be required. SUPPLIER agrees to keep all such confidential information in a secure place and not to publish, communicate, misuse, misappropriate, or disclose, directly or indirectly, any such confidential information or secrets, either during the terms of this Agreement or anytime thereafter.

7. Property Rights

The Parties agree and acknowledge that WSSP/MSP shall be the sole owner of all products and proceeds of the SUPPLIER's Services under this Agreement, including, but not limited to, all materials, writings, design, models, drawings, Photographs, reports, compilations of scientific and technical data, specifications, computer databases, software, inventions, processes, and other intellectual properties fixed in writing or other media.

8. Liability and Indemnification

The SUPPLIER hereby indemnifies WSSP/MSP, together with its officers, directors, employees and agents, from any and all claims, demands, liabilities, expenses, fines, penalties, arising out of or in connection with the SUPPLIER's activities or SUPPLIER's employees or subcontractor's activities under this Agreement including, but not limited to, alleged or actual violations of any applicable law or regulation or alleged or actual acts of piracy, plagiarism, copyright infringement or other improper acts.

9. Termination

WSSP/MSP expressly reserves its full rights during the terms of this Agreement to terminate this Agreement with or without cause, upon One-week written notice to the SUPPLIER. Notice shall be deemed given and effective as of the date sent. Upon the effective date of termination SUPPLIER agrees to stop all work under this Agreement and take reasonable steps to preserve and protect all works and deliver such works to WSSP/MSP.

10. Force Majeure

Neither Party shall lose any rights hereunder or be liable to the other party for damages or losses, on account of failure of performance by the defaulting party if the failure is the result of an Act of God (e.g. fire, flood, inclement weather, epidemic or earthquake); was or act of terrorism, including chemical or biological

warfare, embargo; governmental acts, orders, or restrictions; and the defaulting part has exercised all reasonable efforts to avoid or remedy such force majeure. The defaulting Party must provide written notice of the force majeure event to the remaining Party within two (2) business days of such events, and then the penalties in Section 4 shall apply.

11. Disputes

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled amicably. Where the dispute cannot be settled amicably, the CEO WSSP will act as a sole Arbitrator in the matter. The place of arbitration will be Peshawar, Pakistan.

12. Assignment

SUPPLIER shall not assign the rights and obligations arising from the contract in whole, or in part, without prior written authorization from WSSP/MSP

13. Amendments

Any amendments to the contract shall be subject to a written agreement concluded by the Parties. An oral agreement shall not be binding on the contracting Parties.

14. Governing Law

This Agreement shall be governed by the laws of Pakistan.

15. Conflict of Interest

By signing this agreement SUPPLIER warrants that, to the best of its knowledge, no WSSP/MSP employee, officer, consultant or other party related to WSSP/MSP has a financial interest in the SUPPLIER's business activities.

Discovery of an undisclosed Conflict of Interest situation will result in immediate termination of this Agreement.

16. Compliance with Laws

This Agreement is subject to applicable laws, statutes and regulations, including child labor laws. SUPPLIER agrees to comply with all applicable laws, statutes and regulations. The SUPPLIER is reminded that it is prohibited from conducting transactions with and the provision of resources and support to individuals and organization associated with terrorism. It is the legal responsibility of the SUPPLIER to ensure compliance with these prohibitions.

17. Representations and Warranties

SUPPLIER represents and warrants that; (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) it has properly registered in all jurisdictions for its performance under this Agreement; and (c) it has obtained all permits, licenses, and other governmental authorization and approvals required for its performance under this agreement.

18. Tax at source Deduction

Based on the changes made to the Income Ordinance 2001 through Finance Act 2009, WSSP/MSP shall with-hold taxes from all payment to suppliers for goods purchased or services rendered. The deduction shall take place at rates specified within the Income Tax Ordinance and subject to change for time to time in

compliance with the Income Tax Ordinance. In case SUPPLIER is able to produce a valid certificate of exemption (to be verified from the competent authority), WSSP/MSP will not deduct withholding tax at source.

19. Services.

The First Party agrees to provide Services within Four Weeks of the receipt of supply orders / signing of contract. In case the First Party fails to fulfill its contractual duties within the stipulated time frame, the Second Party shall forfeit the security deposited by the First Party and the Work Order issued to the First Party will stand cancelled. In exceptional circumstances, to be determined solely by the Second Party, the First Party may apply for extension of the time limit before the stipulated deadline and the decision of the Second Party in this respect would be considered as final.

The First Party shall provide services, according to the specifications / requirement of Second Party and as mentioned in Purchase Order / Tender Documents / BOQ.

Upon complaint from the Second Party (Inspection Committee or Improve Service *etc.*), the First Party shall within seven days, replace unsuitable/defective/sub-standard products at its own cost.

20. Security.

The Security may be released on the request of SUPPLIER and on the Provision of 10% Performance Guarantees in shap of Bank Guarantees OR Insurance Guarantees of the total Quoted Cost.

IN WITNESS WHERE OF, the Parties hereto have hereunder subscribed their names and set their seals as of the date first above written.

FOR MSP / WSSP

SUPPLIER

/II Party

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

Procuring Officer
Procuring entity and its address

1. M/s _____ through their agent _____ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. _____ for _____ due on _____ and have requested us to issue a bank guarantee for _____ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders _____ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

6. Our liability hereunder is limited to
NAME OF THE BANK

WITH ADDRESS _____
AUTHORISED OFFICER OF THE BANK

<Name of procuring entity>

<Address of procuring entity>

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF
PURCHASE ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name of procuring entity> having its registered office at _____, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _____ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees _____ (Rs. _____) equivalent to <specify %> of the total value shown in the purchase order.

In consideration of the premises we _____ Bank Limited _____ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees _____

And we _____ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _____ days on _____ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

PURCHASE ORDER / CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

2 The purchase order shall carry the following information:

- the name of the supplier;
- the date of issue of the Purchase Order;
- the delivery address;
- the name of the procuring entity purchasing the items;
- the Requisition Number;
- the Purchase Order Number;
- the quantity of each item required;
- any part or pattern number for each item;
- a brief description of each item;
- the unit cost or rate for each item; and
- the delivery period and whether the delivery is to be made in lots.

3 For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.