

# **MUNICIPAL SERVICES PROGRAM PESHAWAR**



## **Bidding Document**

**For**

**65 inch SMART TV's & IPAD/GPS Enabled Devices  
For WSSP Head Office**

**April 2020**

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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 envelop 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**



## NOTICE FOR INVITATION OF BIDS

### 65 inch SMART TV's & IPAD/GPS Enabled Devices



The USAID has provided funds to finance the cost of ESRI ArcGIS software for WSSP Head office, under Municipal Services Program (MSP) through Project Management Unit (PMU), Government of Khyber Pakhtunkhwa, to make eligible payment under the Contract for which this Invitation of Bids is issued.

Municipal Services Program invites bids from manufacturers or their authorized distributors/dealers and also from Government/Semi-Government Organizations and Public Sector having legal presence in Pakistan under “**Single Stage single Envelope**” bidding process, under KPPRA Rules. All bidders must be registered with Income Tax and Sales Tax Departments.

Bid documents for said goods can be obtained from the office of the Project Director, PMU, 43-B/1 Sahibzada Abdul Qayyum Khan Road, University Town, Peshawar from **7<sup>th</sup> April 2020 to 24<sup>th</sup> April 2020** (both days inclusive) between 10:00 A.M to 4.00 PM on submission of written request on bidder's letterhead and payment of prescribed bidding Documents fee (non-refundable) of Rs.500 per set in favor of PD, PMU, Municipal Services Program, Town-1, Peshawar. The pre-bid meeting will be held on **16<sup>th</sup> April 2020 at 11.00 AM** at PMU MSP office.

Bids must be submitted in sealed envelopes which will be received back on or before **27<sup>th</sup> April 2020** up to **11:00 A.M** in the office of PD, PMU. Bids of the participating bidders will be opened **on the same day at 11:30 A.M**, by the Bid Opening Committee in presence of participating bidders or their authorized representatives who wish to be present. In case bids submission / opening day declared a holiday the same will be submitted / opened on the next working day.

Each bidder shall furnish a Bid Security of 2% of the quoted price/bid price in favor of PD MSP Peshawar, valid for a period of **90** days, in shape of CDR from a Commercial Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of Employer. The Bid Security shall be submitted with the Bid must be from the account of the firm/bidder/contractor who submit the bid. The Bids submitted without Bid Security will not be entertained and will be declared non-responsive.

Bids should be carefully & neatly filled and signed by the bidders. Incomplete Bids and overwritten or conditional Bids shall not be entertained.

USAID/Pakistan has, in cooperation with the USAID Office of Inspector General, established the Anti-Fraud Hotline to provide an avenue for the reporting of fraud, waste, and abuse which may be associated with USAID funded projects in Pakistan. Complaints are handled with complete confidentiality and individuals are encouraged to report when corruption, fraud, waste or abuse may exist in the USAID/Pakistan projects. Reports can be files anonymously visa easy-to-use Hotline (toll free number 0800 84700); email at [complaints@anti-fraudhotline.com](mailto:complaints@anti-fraudhotline.com); fax at 021-35390410; postal address at 5-C, 2<sup>nd</sup> floor Khayaban-e-Ittehad, Phase VII, DHA, Karachi, Pakistan; and on the website [www.anti-fraudhotline.com](http://www.anti-fraudhotline.com)

Incomplete Bids and overwritten or conditional Bids shall not be entertained. This advertisement and bid documents can also be downloaded from PMU MSP website ([www.mspkp.gov.pk](http://www.mspkp.gov.pk)) and KPPRA website.

PMU MSP may reject all or any Bids subject to relevant provision of KPPRA Rules.

**Project Director**  
**Project Management Unit, MSP,**  
**43-B/1, Sahibzada Abdul Qayyum Khan Road**  
**University Town, Peshawar. 091-5850523**

## INSTRUCTION TO BIDDERS

Date \_\_\_\_\_  
Department

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stage single envelope)
- B. 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.
- C. The proposals must contain a transmittal letter on the bidder's letterhead, duly stamped by authorized representative (as per prescribed specimen).
- D. The envelopes should be on the name address and contact details of the addresses and the addressors.
- E. 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.
- F. The proposal shall contain sales tax registration certificate.
- G. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- H. The bidder shall specify validity in days, the submitted bid to MSP 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 2% bid security money of the quoted price with procuring entity with the bid in shape of CDR from scheduled bank in favor of PD MSP Peshawar. 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 bids, which are vague or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the bids 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 requireds

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

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



# **Part I**

## ***Introduction***

WSSP/MSP intends to invite bids from established bidders for IT equipment's 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, SINGLE ENVELOPE.
- b. Applicants will be required to submit their bid in sealed envelope.

### **2) Eligibility Criteria:**

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

- a. The vendor will ensure that the equipment is acquired from the original manufacturer, is genuine, is not refurbished, and is procured through proper channel as advised by the original manufacturer. Documentary evidence showing genuineness of brand name, model and country of origin of the product so offered should also be attached, if required.
- b. The equipment/item must be offered with required warranty, explicitly mentioned in specification for each product offered.
- c. Only the OEM or its Authorized Partners/Authorized distributor or Sub distributors may participate in the tender against each item. (General order suppliers will not be entertained).
- d. NTN and Sales Tax registration certificates, as per the applicable government regulation, shall be provided in the proposal.
- e. Proof of applicant's relationship with OEM's (Gold, silver, platinum partners etc.), if applicable.
- 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. Bids shall be submitted in English language.
- c. All prices mentioned in the bid shall be in Pak Rupees (PKR).
- d. Each page of the bid shall be signed by an authorized representative of the bidder.
- e. For clarification on any item of this Bid Document, the applicants may send a written request, up till 07 (seven) days before the proposal submission date.
- f. WSSP/MSP may reject all bids 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 but is not required to justify those grounds as per KPPRA Rule (33).
- g. The procuring entity may increase or decrease quantities of items as per KPPRA rules.
- h. The costs of preparing the bids 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. 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.
- n. Bidders must quote high quality equipment from well-established international Brands.
- o. 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.*
- p. Supplier shall be responsible for Installation and Commissioning of equipment.

#### 4) **Bid Security / Performance Guarantee:**

- a. A bid security in the form of a CDR in the name of "Project Director MSP" amounting to 2% of quoted price must be attached with the bid.
- b. The bid security shall be submitted in a separate envelope along with the bid.
- 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.

#### 5) **Bid detail:**

The bidder shall submit bid specified in the ToR in same sealed envelope. Envelop shall be clearly marked with the following: -

The bid shall include:

- a. The technical specification of product
- b. The following documents will be provided:
  - i. Brief description of the company
  - ii. Major areas of expertise
  - iii. Proof of GST registration
- c. Warranty details of all hardwares should be clearly mentioned in the bid.
- d. Detail of local technical support of equipment/service
- e. Compliance against each clause and sub clause of bid document and TOR must be attached. Following conventions shall be used in the compliance check list:
  - i. Fully complied (FC)
  - ii. Not complied (NC)
- f. A lump sum cost along-with the complete item wise cost breakup inclusive of all applicable taxes shall be provided.
- g. All prices shall be in Pak Rupees
- h. The bid must remain valid for a period of 90 days after the submission date.
- i. Taxes / Govt. Duties will be deducted at the time of the payment as per government rules and regulations.

## **6) Submission, Opening and Receipt of bids:**

- a. The original bid shall be prepared without any interlineations or overwriting. Please note;
- b. Two printed copies, for each, shall be submitted in separate envelopes. Each bid shall be marked "ORIGINAL" and/or "COPY" as appropriate.
- c. A pre-bid meeting is scheduled on 16<sup>th</sup> **April 2020 at 11.00 AM** in MSP office. To ensure fair consideration for all bids, WSSP/MSP prohibits communication to or with any department, officer or employee during the submission process except as provided below. If the bidder is in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions. Bidder shall communicate a written request for interpretations or clarification.
- d. Bid must be delivered at the address given below on or before **27<sup>th</sup> April 2020 up to 11:00 A.M.**

**Procurement Specialist, MSP.**  
House No 43-B1,  
Sahibzada Abdul Qayyum Road,  
University Town, Peshawar.  
Email:

## **7) Evaluation of bid:**

WSSP/MSP will evaluate the bids on the basis of their compliance with the bid, eligibility criteria.

**Table 1**

<b>Category</b>	<b>Description</b>	<b>Status</b>
<b>Legal Parameters</b>	Manufacture/ Distributer Authorization Letter	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
<b>Other</b>	Compliance & Conformance to the Statement of Requirement/technical specifications/ to be procured.	Mandatory
	Availability of capital sufficient for Assignment (last 03 years net worth statement (FBR Returns/Audited Financial Statement).	Mandatory

**Financial Evaluation;**

The bid with the lowest price will be considered for award of contract.

**8) Payment Terms:**

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

<b>Milestone</b>	<b>Payment trigger</b>	<b>Payment Due</b>	<b>Remaining Payment</b>
Delivery of Equipment and installation	GRN (Goods Receipt Note issued upon completion of delivery) as per required specifications	100%	0%

## Part II

### ***Terms of Reference***

#### **1) Scope of Work**

WSSP/MSP invites bids from company/firms/sole proprietor having legal presence in Pakistan for purchase of Smart TV and iPads with installation Kit.

The scope of work includes:

- a) Delivery of smart TV / iPads as per the specifications defined.
- b) Mounting and Installation of the Smart TV

#### **2) Warranties**

Bidders shall provide complete details of 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, if applicable.
- b) Bidder warrants that the Software will perform in accordance with the Documentation.

### 3) Technical Specifications

#### 1. 65 inch Smart TV (Qty = 3) (Non-Chinese Brand) SONY/SAMSUNG or equivalent

Technical Specification		Compliance (Yes/No)	Remarks for any deviation
Screen Size	65"		
Resolution	3840 x 2160 "4K"		
Speaker System	Yes		
Smart TV feature	Yes		
USB Playback	DivX HD®, JPEG, JPG, MPO, AC3 (Dolby® Digital), EAC3, HAAC, AAC, MPEG, MP3, PCM, DTS®		
HDMI ports	At least 2 ports		
USB port	At least 2 ports		
Power	100V ~ 240V, 50/60 Hz		
MHL™ (Mobile High-Definition Link)	Yes		
HDR	HDR 10+		
VESA® Wall Mount Pattern	600mm x 400mm		
Remote	Yes		
Warranty	01 year		

#### 2. IPAD/GPS Enabled Devices (Qty = 15) IPAD 7 Pro or Equivalent

Technical Specification		Compliance (Yes/No)	Remarks for any deviation
Dimensions	250.6 x 174.1 x 7.5 mm (9.87 x 6.85 x 0.30 in)		
Weight	483 g (Wi-Fi) / 493 g (LTE) (1.06 lb)		
Build	Glass front, aluminum back, aluminum frame Stylus support (1st gen only)		
Type	IPS LCD capacitive touchscreen, 16M colors		
Size	10.2 inches, 324.6 cm <sup>2</sup> (~74.4% screen-to-body ratio)		



<b>Resolution</b>	1620 x 2160 pixels, 4:3 ratio (~264 ppi density)		
<b>Protection</b>	Scratch-resistant glass, oleophobic coating		
<b>OS</b>	iPadOS 13.1, upgradable to iPadOS 13.1.2		
<b>Chipset</b>	Apple A10 Fusion (16 nm)		
<b>CPU</b>	Quad-core 2.34 GHz (2x Hurricane + 2x Zephyr)		
<b>GPU</b>	PowerVR Series7XT Plus (six-core graphics)		
<b>Internal</b>	32GB 3GB RAM, 128GB 3GB RAM		
<b>Single</b>	8 MP, f/2.4, 31mm (standard), 1.12µm, AF		
<b>Features</b>	HDR		
<b>Video</b>	1080p@30fps, 720p@120fps, HDR, stereo sound rec.		
<b>Single</b>	1.2 MP, f/2.2, 31mm (standard)		
<b>Features</b>	Face detection, HDR, panorama		
<b>Video</b>	720p@30fps		
<b>Loudspeaker</b>	Yes, with stereo speakers		
<b>3.5mm jack</b>	Yes		
<b>WLAN</b>	Wi-Fi 802.11 a/b/g/n/ac, dual-band, hotspot		
<b>Bluetooth</b>	4.2, A2DP, EDR, LE		
<b>GPS</b>	Yes, with A-GPS, GLONASS (Wi-Fi)		
<b>USB</b>	2.0, proprietary reversible connector; magnetic connector		
<b>Sensors</b>	Fingerprint (front-mounted), accelerometer, gyro, compass, barometer Siri natural language commands and dictation		
<b>Battery</b>	Non-removable Li-Po 8827 mAh battery (32.9 Wh)		
<b>Talk time</b>	Up to 10 h (multimedia)		
<b>Colors</b>	Silver, Gold, Space Gray		

## **TENDER "TERMS & CONDITIONS"**

Sealed tenders are invited in one bid system 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 smart TV or/ and iPads"** which shall be addressed to The Project Director MSP 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/firm or sole proprietor 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.

**SIGNATURE  
WITH STAMP OF THE**

**FIRM**

Date: \_\_\_\_\_

**PROVIDER'S PROFILE**

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

**Authorized Signature:** \_\_\_\_\_

**Name & Designation :** \_\_\_\_\_

**Company Seal :** \_\_\_\_\_

**Bill of Quantity**

IT Equipment for WSSP/MSP Office

**Detail:**

S. No.	Equipment/Software	Qty	Per unit Price	Total Price
1.	65 inch Smart TV (Non-Chinese Brand) SONY/SAMSUNG or Equivalent	3		
2.	IPAD/GPS Enabled Devices (IPAD 7 Pro or Equivalent )	15		

<b>GRAND TOTAL;</b>	
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In Words \_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company 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 FF-01 Deans Trade Centre, Saddar Rd, Peshawar Cantonment, through  
its Chief Executive 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 WSSP/MSP**

**SUPPLIER /II Party**

**Approved By (CEO WSSP/MSP)**

## 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 [90 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 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) [insert name of the procuring entity] 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]

# 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 <0 – 5>% 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)**

<b>S. #</b>	<b>Meets best quality standards (5)</b>	<b>Meets acceptable quality standards (4)</b>	<b>Meets un acceptable quality standards (3)</b>	<b>Does not meet acceptable quality standards (2)</b>
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**

Following is the qualification criteria. Procuring Entity may add more (in case required) strictly in accordance with the PPRA rules.

1. Bidders should be registered entities with the Government (contractor with PEC; Company with SECP or any other authority). However bidders are not required to be locally registered with the procuring entity
2. Carrying a National Tax Number (NTN) , or a CBR Tax Exemption Certificate;
3. Sales tax certificate (where required)
4. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years);
5. Should demonstrate similar experience for at least <specify years>
6. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.

<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.