



Local Government, Elections & Rural Development Dept.  
Government of Khyber Pakhtunkhwa

**Standard Bidding Document**  
**For**  
**Procurement of IT Equipment & Plant & Machinery**  
**Etc.**

**Under**

**National Competitive Bidding (NCB)**

**Local Government, Elections & Rural  
Development Department (LGE&RDD)**

# Preface

These Standard Bidding Documents have been prepared for use by the **Local Government, Elections & Rural Development Department**, Khyber Pakhtunkhwa for the procurement of **IT Equipment, plant & machinery and furniture etc.** through National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

In order to simplify the preparation of the standard bidding documents for each procurement, the said Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement.

Provisions which are intended to be used unchanged are in Part-One, which includes Instructions to Bidders (ITB) and General Conditions of Contract (GCC).

Part-Two has five sections. Any amendment or variation in the Instructions To Bidders (ITB) and the General Conditions of Contract (GCC) in Part-I, regarding contract data and procurement specific provisions, will be carried out in Bid Data Sheet (BDS) & Special Conditions of Contract (SCC) respectively in Part-Two: Section-I which includes Invitation For Bid (IFB), Bid Data Sheet (BDS) & Special Conditions of Contract (SCC). Part-Two: Section-II includes Technical & Financial Evaluation Criteria for the bidder and the intended Goods. Part-Two: Section-III further includes Schedule of Requirements, Technical Specifications and Ancillary Services. Part-Two: Section-IV also contains standardized Sample Forms and Schedules to be submitted by the bidder; and Part-Two: Section V contains in the end, exceptions to the list of eligible countries for the procurement activity under consideration.

Each section is prepared with notes [*in italics*] intended only as information for the Purchaser or the person drafting the bidding documents. They shall *not* be included in the final documents.

# **Part-One**

## **FIXED CONDITIONS OF CONTRACT**

- 1. Instructions to Bidders (ITB)**
- 2. General Conditions of Contract (GCC)**

*Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully for filling up the Bidding Documents properly in order to become responsive.*

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# **Part-One**

## **Instructions To Bidders (ITB)**

# Instructions to Bidders (ITB)

## Scope of Bid

1.1 Director General, Khyber Pakhtunkhwa Local Government, Elections & Rural Development Department invites sealed bids for supply of Goods specified in the Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirement of LG&RDD Khyber Pakhtunkhwa with Bid Reference Number for the procurement activity as mentioned in **Bid Data Sheet (BDS)**.

1.2 Means of communication for the bidders will be true and original signed copies of documents and letters to be submitted either in person or through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes.

## 2. Source of Funds

2.1 The client as mentioned in the **Bid Data Sheet (BDS)**

## 3. Eligible Bidders

3.1 This Invitation for Bids (IFB) is open to all eligible manufacturers, importers & authorized dealers in Pakistan for supply of Goods as mentioned in the **Bid Data Sheet (BDS)** and more specifically described in the Schedule of Requirement in Part-Two: Section-III of these Standard Bidding Documents.

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3 The Importer must possess valid authorization from the Principal Manufacturer. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form 3B: Section IV of these Standard Bidding Documents to the effect that they are the Manufacturer of the required specifications of Goods.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

3.5 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide

consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Standard Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 15.6 of these Standard Bidding documents. However, this does not limit the participation of subcontractors in more than one bid.

3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

#### **4. Corruption and Fraud.**

4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as *“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

#### **5. Eligible Goods and Services.**

5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Khyber Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, installation, insurance, port releases, after sale service etc.

#### **6. Cost of Bidding.**

6.1 The Bidding Documents will be available from the date of publishing of the IFB and will be available up-to the period as mentioned in the **Bid Data Sheet**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 7. Bidding for Selective Items.

7.1 A Bidder, if he so chooses, can bid for selective items from the list of goods provided for in the Schedule of Requirements. A Bidder is also at a liberty to bid for all the goods mentioned in the Schedule of Requirements provided he fulfills the requirements.

However, a Bidder cannot bid for partial quantities of an item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.

## The Bidding Procedure

### 8. The Governing Rules.

8.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014

### 9. Applicable Bidding Procedure.

9.1 The bidding procedure is governed by Rule 06 Para (2) (a) KPPRA Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:

#### **Single Stage, Single Envelope Procedure (Rule 2(a) KPPRA 2014)**

- i) The bid shall comprise a single package containing all details relating to specifications & Cost etc.
- ii) The eligible bids will only be considered for evaluation.
- iii) Compliance to technical parameters would be the basic requirement.
- iv) The bid found to be the best evaluated having lowest price shall be accepted for award of contract.

## The Bidding Documents

### 10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet (BDS)
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Evaluation Criteria
- (f) Schedule of Requirements



- (g) Technical Specifications/Sample Size & Ancillary Services
- (h) Sample Forms & Schedules

10.2 The “Invitation for Bids (IFB)” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

**11. Clarification(s) on Bidding Documents.**

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the **Bid Data Sheet (BDS)**. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

**12. Amendment(s) to the Bidding Documents.**

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Bid Meeting to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

## Preparation of Bids

### 13. Language of Bids.

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

### 14. Documents comprising the Bids.

14.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics as specified in the **Bid Data Sheet (BDS)**, ancillary services that the bidder is willing or required to provide along with the proposed price.

### 15. Bid Price.

15.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Part-Two: Section III of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a competitive price which must include all the taxes, levies, duties, prescribed price and any other price as mentioned in the **Bid Data Sheet (BDS)** where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers

shall straightaway be rejected. Conditional or alternate offer shall also be considered as non-responsive Bid.

15.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

**16. Bid Currencies.**

16.1 Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet.**

**17. Documentation on Eligibility of Bidders.**

17.1 Bidder shall furnish, as part of its bid, the Bid Form provided in Part-Two: Section IV of the Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

17.2 Technical Bid Proformas provided in Part-Two: Section IV of the Standard Bidding Documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid data Sheet (BDS).**

17.3 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3 of these Standard Bidding documents above.

**18. Documentation on Eligibility of Goods.**

18.1 The Bidder shall furnish, as part of its bid the Bid Form provided as in Part-Two: Section IV of these Standard Bidding Documents as specified in the **Bid Data Sheet (BDS)**, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

**19. Bid Security.**

19.1 The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value as mentioned in the **Bid Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

19.2 The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the Performance Security/Guarantee.

20.3 The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity;

Or

- (b) in the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

## 20. Bid Validity.

20.1 Bids shall remain valid for the period identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Agency. A bid valid for a period shorter than the one prescribed in the Bid Data Sheet (BDS) shall be rejected by the Procuring Agency as non-responsive.

20.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

20.3 Bidders who,-

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

## 21. Format and Signing of Bids.

21.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

21.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document. In an event where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

21.3 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid form.

21.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

21.5 Any tampering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

## Submission of Bids

### 22. Sealing and Marking of Bids.

22.1 The envelope shall:

(a) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference No. Indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the **Bid Data Sheet (BDS)** for opening of Bids.

22.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "**non-responsive**" or "**late**".

22.4 If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 23.1 to 23.3 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

### 23. Deadline for Submission of Bids

23.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected**.

23.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 24. Late Bids

24.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 24 shall be rejected and returned unopened to the Bidder.

### 25. Withdrawal of Bids

25.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids.

25.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity

specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

## **Opening and Evaluation of Bids**

### **26. Opening of Bids by the Procuring Agency.**

26.1 All bids received, shall be opened by the Procuring Agency publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.

26.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in ITB Clause 9 above.

26.3 All Bidders in attendance shall sign an attendance sheet.

26.4 The Purchaser shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, category tendered for, any discounts, any bid modifications or withdrawal, the presence or absence of requisite bid security, unit as well as total bid price and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 specifically Rule 37.

26.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

### **27. Clarification of Bids.**

27.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

### **28. Evaluation of Bids.**

29.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive

29.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Standard Bidding Documents (SBDs).

29.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

29.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

**29. Announcement of Evaluation Report**

31.1 The Purchaser may announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

**32. Rejection of Bids**

32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

**34. Contacting the Procuring Agency.**

34.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

34.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

## **Award of Contract**

**35. Acceptance of Bid and Award Criteria.**

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Part-Two: Section II of these Standard Bidding Documents and having the lowest evaluated responsive bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa, shall be awarded the Contract, within the original or extended period of bid validity.

**36. Procuring Agency's Right to vary quantities at the time of Award.**

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**37. Notification of Award.**

- I. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of section 31 of the act in these rules.
- II. The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
- III. The enforcement of the Contract shall be governed by Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014

**38. Limitation on Negotiations.**

I. Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.

II. Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):

- minor alterations to technical details, such as the scope of work, the specification or drawings;
- minor amendments to the Special Conditions of Contract;
- finalization of payment schedule and ancillary details;
- mobilization arrangements;
- agreements on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- the proposed methodology or staffing;
- inputs required from the Procuring Agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;
- The Bidder's tax liability in Pakistan, if the Bidder is a foreign company.

**39. Negotiations shall not be used to:**

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods;
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs;



- substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals
- alter the submitted financial bid

#### 40. Signing of Contract.

- I. After the completion of the Contract Negotiations the Purchaser shall send the Bidder the Contract Agreement Form provided in Part-Two: Section IV of these Standard Bidding Documents, incorporating all agreements between the Parties.
- II. Within ONE week of receipt of the Contract Agreement Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue.
- III. Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Purchaser accepting a bid may file an application for review.
- IV. If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the contract to the next lowest evaluated Bidder or call for new bids.
- V. The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.

# Part-One

## General Conditions of Contract (GCC)

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## Table of GCC Clauses

<b>Sr. No</b>	<b>Terms</b>
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# General Conditions of Contract (GCC)

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1. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"><li>(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li><li>(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li><li>(c) "The Goods" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.</li><li>(d) "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo if required., Khyber Pakhtunkhwa, transportation of goods up-to the desired destinations, installation and other such obligations of the Supplier covered under the Contract.</li><li>(e) "GCC" means the General Conditions of Contract contained in this section.</li><li>(f) "SCC" means Special Conditions of the Contract.</li><li>(g) "The Purchaser" means the Client as mentioned in the <b>SCC</b>.</li><li>(h) "The Supplier" means the individual or firm supplying the goods under this Contract.</li><li>(i) "Day" means calendar day.</li></ul>
2. Application	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>

<b>3. Source of Import</b>	3.1	All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.
<b>4. Standards</b>	4.1	The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
	4.3	If the Supplier provide substandard item and fails to provide the fresh supply, the payment of risk purchase the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from purchaser’s premises, burning, dumping, or incineration.
<b>5. Use of Contract Documents and Information.</b>	5.1	The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser

		and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	5.4	The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.
<b>6. Patent Rights</b>	6.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
<b>7. Performance Security</b>	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:  (a) a Bank Guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country on behalf of the Supplier, in the form provided in the bidding documents or another form acceptable to the Purchaser; or  (b) a cashier's or certified check.
	7.4	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in <b>SCC</b> .
<b>8. Submission of Samples</b>		Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

<p><b>9. Ensuring storage arrangements</b></p>		<p>To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least One (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.</p>
<p><b>10. Inspections and Tests</b></p>	<p>10.1</p>	<p>The Purchaser or its representative shall have the right to inspect and/or to test the goods in accordance with the procedure given in the <b>SCC</b> to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.</p>
	<p>10.2</p>	<p>All costs associated with testing shall be borne by the Supplier.</p>
	<p>10.3</p>	<p>The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.</p>
	<p>10.4</p>	<p>Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p><b>11. Packing</b></p>	<p>11.1</p>	<p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>

	11.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, Drug Act 1976, including additional requirements, if any, specified in <b>SCC</b> , and in any subsequent instructions ordered by the Purchaser.
<b>12. Delivery and Documents</b>	12.1	The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
	12.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	12.3	The goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Goods have been delivered.
<b>13. Insurance</b>		The supplier shall be solely responsible for Insurance of the Goods subject to the contract.
<b>14. Transportation</b>	14.1	The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
	14.2	All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.
<b>15. Incidental Services</b>		The Supplier shall be required to provide the incidental services as specified in the <b>SCC</b> and the cost of which is included in the total bid price.



<b>16. Spare Parts</b>		<p>As specified in <b>SCC</b>, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(c) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(d) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>17. Warranty</b>	17.1	All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the <b>SCC</b> .
	17.2	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
<b>18. Payment</b>	18.1	The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed in <b>SCC</b> and annexed to this contract.
	18.2	The currency of payment shall be Pakistan Rupee.
<b>19. Prices</b>		Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

<b>20. Change Orders</b>	20.1	<p>The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33 for notices, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and/or</li> <li>(d) the Services to be provided by the Supplier.</li> </ul>
	20.2	<p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>21. Contract Amendments</b>		<p>No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.</p>
<b>22. Assignment</b>		<p>The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.</p>
<b>23. Subcontracts</b>		<p>The Supplier shall not be allowed to sublet and award subcontracts under this Contract.</p>
<b>24. Delays in the Supplier's Performance</b>	24.1	<p>Delivery of the goods shall be made by the Supplier in accordance with the time schedule/supply schedule prescribed by the Purchaser in the Schedule of Requirements.</p>

	24.2	<p>If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods; the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.</p>
<p><b>25. Liquidated Damages &amp; Penalties</b></p>	24.3	<p>Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the <b>SCC</b>, unless the parties to this contract mutually agree for extension of time.</p> <p>Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in <b>SCC</b>. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.</p> <p>Applicable rate for penalties in case of a breach of contract by the supplier regarding delivery of Goods is specified in the Supply Schedule in Part-II: Section-III.</p>

<p><b>26. Termination for Default</b></p>		<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p><i>the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.”</i></p>
<p><b>27. Force Majeure</b></p>	<p>27.1</p>	<p>Notwithstanding the provisions of GCC Clauses 24, 25 &amp; 26, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.</p>

	27.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.
	27.3	Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
<b>28. Termination for Insolvency</b>		The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
<b>29. Termination for Convenience</b>	29.1	The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	29.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
<b>30. Arbitration and Resolution of Disputes</b>	30.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in

		connection with the Contract.
	30.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
	30.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time) in a court of relevant jurisdiction as mentioned in the <b>SCC</b> .
<b>31. Governing Language</b>		The Contract shall be written in English language. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
<b>32. Applicable Law</b>		This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
<b>33. Notices</b>	33.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in <b>SCC</b> .
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>34. Taxes, Duties &amp; Levies</b>	34.1	All taxation, duties and levies etc., whether International, Federal, Provincial or Local, shall be borne by the Supplier.

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**PART-TWO**

**VARIABLE CONDITIONS OF CONTRACT**

**SECTION-I: Procurement Specific Provisions**

1. Invitation for Bids (IFB).....
2. Bid Data Sheet (BDS).....
3. Special Conditions of Contract (SCC).....

**SECTION-II: Evaluation and Qualification Criteria**

Evaluation Criteria.....

List of **Items**

**SECTION-III: Schedule of Requirements** .....

1. Purchase Order: **Annex**.....
2. Payment Schedule: **Annex**.....



**Local Government, Elections & Rural Development  
Department, (LG&RDD)  
Khyber Pakhtunkhwa, Peshawar**

1. Department of Local Government & Rural Development, Khyber Pakhtunkhwa Peshawar invites separate item wise sealed bids from Authorized firms/Bidders registered with relevant Registration Acts and exhibited on ATL of FBR for the purchase/supply and installation of Split Air Conditioner-1.5 Ton (Hot & Cold), Standing Air Conditioner-2 Tons (Hot & Cold) Laptop, Desktop PC, Wifi Booster, Micro Tech Device & Bio-Metric Machine.
2. The bids shall reach to the Office of the undersigned on or before **10/06/2019 at 11.00 AM**. The bids shall be opened on the same day in the presence of Representatives of the bidders who chose to attend at **11:30 PM**.
3. The bid must be accompanied with Bid Security @ 2% of the bid value in the shape of Call Deposit Receipt (CDR) in the name of the undersigned.
4. Bidding shall be conducted through Single Stage–Single envelope under Rule 6(2)(a) of KPPRA Rules-2014.
5. Conformance to the specifications both technical and performance will be the sole parameter for bid evaluation from the eligible bidders who have secured passing threshold as given in Bid Data Sheet. The bidder having been technically responsive and being lowest in terms of price shall be awarded contract.
6. Bidders are required to offer most competitive lowest rate of their items, as negotiations on quoted rates are not allowed under the rules.
7. The detailed specifications, number of items, other terms & condition, can be obtained from the below noted address on any working day during office hours. The Bidding Documents can also be downloaded from the following official website. [www.kppra.gov.pk](http://www.kppra.gov.pk) as well as [www.lgkp.gov.pk](http://www.lgkp.gov.pk)
8. The Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

(Yasir Qayyum Khan)  
SECTION OFFICER (GENERAL)  
PHONE 091-9210059



**Part-Two**  
**Section I: Procurement Specific Provisions**  
**Bid Data Sheet**

ITB Ref	Description	Detail
ITB Clause 1.1	Bid reference number	<b>LGE&amp;RDD Tender/IT&amp; Office Equips/2018-19</b>
ITB Clause 2.1	Name of Client & source of funds	<i>Local Government, Elections &amp; Rural Development Department</i>
ITB Clause 3.1	Name of Goods	<b>IT Equipment, Plant &amp; Machinery etc.</b>
ITB Clause 3.2	Qualification requirements for eligible bidders	<b>Manufacturer /Authorized Dealer/Sole Distributor/General Order suppliers</b>
ITB Clause 6.1	Commencement date of provision of Bidding Document	<b>As Per IFB</b>
ITB Clause 6.1	Closing date of issuance of Bid documents	<b>As Per IFB</b>
ITB Clause 7	Bidding for Selective Items / Lots	<b>Yes</b>
ITB Clause 9.1	Bidding procedure	Single Stage–Single Envelope bidding procedure as per Rule 06 (2a) of KPPRA Rules 2014
ITB Clause 9.2	Method of determining Lowest evaluated Bidder	Lowest Evaluated Bid amongst those who have secured minimum passing threshold of 70%

ITB Clause 11.1	Clarification(s) on Bidding Documents	<b>Section Officer (General)</b> Pakhtunkhwa, Khyber Road, Peshawar
ITB Clause 12	Pre-Bid meeting date, time and venue	<b>NA</b>
ITB Clause 13	Language of bid	<b>English</b>
ITB Clause 14.2	Specific Description of Goods in the Bidding Documents	NA
ITB Clause 15.4	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
ITB Clause 16	Currency of Bid	<b>PKR</b>
ITB Clause 18	Name of the Bid Form (Primary documents)	<b>BID COVER SHEET</b> <b>BID FORM 1:</b> Letter of Intention <b>BID FORM 2:</b> Affidavit <b>BID FORM 3(A):</b> Eligibility of the Bidders & Goods <b>BID FORM 3(B):</b> Manufacturer's Authorization <b>BID FORM 4:</b> Firm's Past Performance <b>BID FORM 5:</b> Price Schedule
ITB Clause 20	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to <b>2%</b> of the bid price in the name of Secretary LG&RDD
ITB Clause 21	Bid validity period	<b>60 days</b>
ITB Clause 24	Last date and time for the receipt of bidding document	
ITB Clause 27	Date, time and venue of opening of technical bids	Section Officer (General)
ITB Clause 40.5	Duration of Contract	As per contract terms
ITB Clause 41.1	Performance Guaranty / Performance Security	NA

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## Part-Two

### Section I:                      Procurement Specific Provisions

# Special Conditions of Contract

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (c)—The Goods are: **IT Equipment, Plant & Machinery etc.**

GCC 1.1 (g)—The Purchaser is: Secretary LGE&RDD, **Khyber Pakhtunkhwa**

GCC 1.1 (h)—The Supplier is: \_\_\_\_\_

### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in **Part Two: Section V** of the Standard Bidding Documents, "Eligibility for the Provisions of Goods, Works, and Services."

### 3. Standards (GCC Clause 4)

GCC 4.1 — The quoted product, at the time of delivery, shall conform to the standards as prescribed in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

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

GCC 7.1 — The amount of performance security, as a percentage of the Contract Price, shall be: **NA**

*[The following provision shall be used in the case of Goods having warranty obligations.]*

GCC 7.4 — After delivery and acceptance of the Goods, the Performance Security shall be returned after successful completion of the contract in accordance with Warranty Clause GCC 17.1.

### 5. Inspections and Tests (GCC Clause 10)

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GCC 10.3—Inspection of Goods and at final acceptance is as follows: **Final Acceptance by the competent authority**

**6. Packing (GCC Clause 11)**

*Applicable as required by the Purchaser.*

**7. Delivery and Documents (GCC Clause 12)**

GCC Clause 12.1—Delivery of the intended items shall be **as per purchase order having lead time given in evaluation** criteria.

GCC 12.2—. The Supplier shall mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (vi) Certificate of origin.

GCC 12.2— *Applicable Delivery Mode: Delivered Duty Paid (DDP) of Incoterms 2011*

**8. Spare Parts (GCC Clause 16)**

**After sale service with spare parts shall be 12 months or as per international standard (where applicable.)**

**9. Payment (GCC Clause 18)**

GCC 18.1- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

Payment shall be made in **Pak. Rupees** through **crossed cheque** in the following manner:

**100 percent** of the Contract Price of the Goods shall be paid to supplier within thirty (30) days after delivery & inspection by the Inspection Committee of intended goods at destination

100% payment shall be made as a one-time payment after the delivery, installation, inspection and Acceptance Certificate issued by the Client.

In case of an import, payment of local currency portion shall be made in Pak Rupees within **thirty (30) days of presentation of claim** supported by a **Certificate from the Purchaser** declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

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**12. Liquidated Damages (GCC Clause 25)**

GCC 25.1—Applicable rate: **0.5% per week** or **0.07% per day of the total Contract price**

Maximum deduction: **≤ 10% of the total contract amount.**

**13. Disputes Resolution (GCC Clause 31)**

GCC 31.3- The dispute resolution mechanism to be applied pursuant to GCC Clause 31.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

**14. Governing Language (GCC Clause 31)**

GCC 31.1—The Governing Language shall be: **English**

**15. Applicable Law (GCC Clause 32)**

GCC 32.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- **Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014**
- **The Arbitration Act 1940**
- **The Contract Act 1876**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labor System (Abolition) Act of 1992**
- **The Factories Act 1934**

**16. Notices (GCC Clause 33):** GCC 33.1—Purchaser's address for notice purposes: **Section Officer (General), LGE&RDD**

Telephone(s): +92-91-92-----

Fax: +92-91-92-----

Email: -----@gmail.com

Supplier's address for notice purposes: \_\_\_\_\_

**17. Duties, Taxes & Levies (GCC clause 34)**

The Unit price quoted by the bidder shall be: **inclusive** of all duties, taxes & levies.



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**Section 11  
SOR &  
Evaluation Criteria**

## Evaluation Criteria

Category	Description	Status	Score
<b>Legal Parameters</b>	Certificate of Company/Firm/authorized agent/sole distributor/ Registration/Incorporation under the laws of Pakistan	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	–
	Valid Registration with Khyber Pakhtunkhwa Revenue Authority/Relevant Provincial Sales Tax Authorities	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>Evaluation Matrix</b>	Compliance & Conformance to the Statement of Requirement/technical specifications/ to be procured. (Sample shall be provided otherwise bid shall be considered non-responsive)	Weightage based	<u>40</u>
	Product Comparison Compliance Sheet with Tender Specifications	--	<u>10</u>
	Projects of similar nature, complexity and financial Outlay completed over latest 5 years. (Rs. 05 Million)	--	<u>20</u>
	Delivery Lead Time (i) Delivery at site within 10 days (20 points) (ii) Delivery at site within 15 days (15 Points) (iii) Delivery within 20 days (10 points) (iv) Delivery at site beyond 20 days, bid will be considered as non-responsive to the tender compliance and hence will be rejected summarily.	--	<u>20</u>
	Overall Annual Turnover during last 03 years (Min. 02Million)	--	<u>10</u>
	<b>TOTAL SCORE</b>		<b>100</b>

### Total Marks 100

The bidders achieving a minimum of 70 marks (i.e., 70%) out of 100 marks will be declared technically qualified. Bid obtaining 70% score will be considered as qualified for financial competition. The one lowest amongst technically qualified shall be awarded contract.



## Schedule of Requirements

The supplies and related services shall be delivered in accordance with the subsequent Purchase Order(s), being an integral part of Contract, to be issued by the Secretary LG&RDD, Khyber Pakhtunkhwa to the successful bidders along with Contract as per following schedule of requirements:-

S#	Item Name	Specifications	Quantity
01	<b>Computer Desktop (Branded)</b>	<ul style="list-style-type: none"> <li>• Core i5 (7<sup>th</sup> generation or above) process 4 GB RAM or higher</li> <li>• 1 TB SATA Hard Disk Drive</li> <li>• Integrated LAN Port</li> <li>• Wireless mouse + KB</li> <li>• 18.5 inch or high LED Screen</li> <li>• Tower Case</li> <li>• DVD Read/Write</li> <li>• Pre-Installed Windows 10</li> <li>• Pre-Installed MS Office</li> <li>• Manufacturer Authorized Dealer</li> </ul>	12
02	<b>Laptops</b>	<ul style="list-style-type: none"> <li>• Core i7 (7<sup>th</sup> generation or higher)</li> <li>• 8 GB or higher RAM</li> <li>• 1 TB Hard Driver</li> <li>• 15 inch or higher Screen Size</li> <li>• Pre-Installed Windows 10</li> </ul>	06
03	<b>Wifi booster</b>	<ul style="list-style-type: none"> <li>• Tri-band Technology</li> <li>• Wi-Fi speeds up to 4.0 Gbps</li> <li>• Minimum 4 external antennas for expanded range</li> </ul>	02
04	<b>Wireless bridge</b>	<ul style="list-style-type: none"> <li>• i386 compatible architecture</li> <li>• Minimum 32MB of RAM (maximum supported 2GB, except on Cloud Core devices and CHR installations, where there is no maximum)</li> <li>• IDE, SATA, USB and flash storage medium with minimum of 64MB space</li> <li>• Network cards supported by linux v3.3.5 kernel (PCI, PCI-X)</li> </ul>	02
05	<b>Bio-metric attendance device</b>	<ul style="list-style-type: none"> <li>• 8 Customizable T &amp; A States</li> <li>• 6 Digit Work Code FP, ID+ FP, ID+PW</li> <li>• RFID Card Support</li> </ul>	01

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06	<b>Split Air conditioner</b>	<ul style="list-style-type: none"><li>• 1.5 Tons</li><li>• Hot and Cold</li></ul>	05
07	<b>Standing Air conditioners</b>	<ul style="list-style-type: none"><li>• 2 Tons</li><li>• Hot and Cold</li></ul>	04

**Purchase Order.**

(Specimen Sample of Purchase Order)



Name of the Head.....

**GOVERNMENT OF KHYBER PAKHTUNKHWA**

1	<b>Purchase Order No</b>	
	<b>Date</b>	
2	<b>Firm Name</b>	
3	<b>Firm's Address</b>	
4	<b>Firm Contact No</b>	
5	<b>Conditions of the Contract:</b>	As already communicated in the Standard Bidding Document
6	<b>Particulars of Stores:</b>	As per detail given below

Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR) <u>(Inclusive of all duties, taxes &amp; levies)</u>

Additional instructions (if any):

- 1.
- 2.
- 3.

**Signature Authorized Staff**