



Serial No. \_\_\_\_\_

## **Tender Documents**

For the  
Purchase of IT Items/ Computers and Accessories  
for  
the Year 2021-22

- (1) Last date of receipt of tender is **10.05.2022** (at **11.00 A.M.**)
- (2) Tenders will be opened on **same date at 12:00 A.M.** in the presence of the contractors in the office of the Controller Printing & Stationary Department Shami road Peshawar.

Name of Firm .....  
.....  
.....  
.....

**Earnest money @ 2% of the total bid B amounting to Rs. \_\_\_\_\_ in the shape of Call Deposit in favor of Government Printing and Stationery Department, Government of Khyber Pakhtunkhwa Peshawar, bearing No. \_\_\_\_\_ dated \_\_\_\_\_ 2022.**

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**Bank Name with Branch**

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**Must indicate**

Circle of Income tax \_\_\_\_\_ City \_\_\_\_\_  
Sales Tax Registration No. \_\_\_\_\_  
Certificate No. \_\_\_\_\_ Dated \_\_\_\_\_  
Issued by \_\_\_\_\_

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## 1) Terms and Conditions:

1. Sealed bids are required for each item under single stage one envelope procedure for the supply of Computers and allied Accessories from IT Related or any other relevant field, registered with the relevant authorities and reflected on Active Tax Payer's List of FBR.
2. This bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.
3. The tenders/bids for clearly marked and complete in all respect must reach to the undersigned by **10.05.2022** on **11:00 AM**, which will be opened at **12:00 hrs** on the same day in the office of Controller, Printing and Stationery Department in the presence of the procurement committee members and the bidders or their representatives who may choose to attend.
4. Each Bidder SHALL write the name of the quoted item along with complete specifications and the item should be in accordance with the Specification/ Simple of Printing and Stationery Department., if NOT their bids shall not be further considered. **(LIST attached)**
5. All the bidders are strictly directed to quote their rates against the items mentioned in the "List".
6. The rates offered shall remain valid up till the end of the financial year 2021-22 for items, The approved tenderer/firm shall be bound to supply item/items on these rates as and when demanded by this department.
7. The firm should be registered with the income tax and sales tax authorities and reflected on Active Taxpayer List of FBR and will produce the proof of the same along with profiles containing relevant experience. The firms having relevant experience in general supply order must attach copies of purchase orders with their bids.
8. Tenders should be addressed to the Controller, Printing and Stationery Department, Government of Khyber Pakhtunkhwa Peshawar.
9. The bidders are required to submit bid security @2% on the total quoted price in shape of Call Deposit in the name of "Controller Printing and Stationery Department, Government of Khyber Pakhtunkhwa Peshawar" along with their bid. Bids without bid security of the required amount and shape will not be entertained.
10. The successful bidders are required to deposit security up to 8% in addition to the 2% bid security (which shall be considered 10% performance guarantee as per KPPRA rules) in the form of Call deposit in favour of the Controller Printing and Stationery Department, Government of KPK Peshawar (by designation only).
11. The successful bidder shall supply the goods not later than the delivery schedule issued by Printing and Stationery Department. The goods supplied by the successful bidder shall be in accordance with the specification/samples of the Printing and Stationery Department. Willful violation will result in blacklisting of the firm.
12. Successful bidder shall sign a contract agreement with the purchaser as per specimen enclosed herewith, within **10 days** of issuance of supply order.
13. In case the contractor fails to execute the contract in accordance with the terms and conditions, the security will be forfeited and the store will be purchased at his risk and cost and the firm will be black-listed.
14. No advance payment will be permissible.
15. The undersigned shall not be responsible for any postal or courier delays.
16. The purchaser reserves the right to purchase full or part of the store and quantity of the required items may be increased or decreased as per KPPRA Rules.
17. Any dispute arising out the procurement process will be settled under Section 35 of KPPRA Act, 2012 read with Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017.
18. All the bidders are required to provide annexure wise complete requisite documents with page marking.

19. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the Government applicable taxes.
20. If any of the bidder requires any clarification regarding specification, Size, quality, or any other query, he may visit this Office during working hrs till deadline for submission of the bids.
21. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
22. Any bid not received as per terms and conditions laid down in this document will be treated as non-responsive. No offer shall be considered if:
  - a. Received without bid security;
  - b. Received after the date and time fixed for its receipt;
  - c. The tender document and the bid unsigned;
  - d. The offer is ambiguous;
  - e. The offer is conditional;
  - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt:
23. Usage of correction fluid & corrections will not be considered unless duly signed by the authorize person.
24. In case of Bid Tie, the contract will be awarded to the bidder having more relevant experience which will be ascertained by adding the amount of all the contracts executed with the Government in the last three years.
25. Bidders are required to clearly mark on the envelop as Bid for “IT Items and Allied Material”
26. Any direct or indirect effort by a bidding firm to influence Printing and Stationery Department during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Printing and Stationery Department for future bids.
27. The Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

## 2) **ELIGIBILITY CRITERIA:**

Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached. (Failure to enclose these documents would result in rejection of Bid)

1. The bidder must be registered with Income Tax and Sales Tax authorities, reflected as Active Tax Payer on the list of FBR.
2. The bidder shall provide an undertaking that the bidder is not currently black listed with any Governmental/Semi-Governmental institutions.
3. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Rule 44 (1) of KPPRA Rules 2014.

## 3) **BID SECURITY**

a. The bidders are required to submit the Bid security on total quoted rate in shape of Call Deposit Receipt (refundable) drawn in favor of “Controller Government Printing and Stationery Department”.

b. The bid security may be forfeited:

- i) If a Bidder withdraws his bid within bid validity time then his bid security will be forfeited.
- ii) In case of a successful Bidder, if the Bidder fails to sign the contract.

**4) EVALUATION AND COMPARISON OF BIDS**

1. Procurement Committee will evaluate and compare the bids which have been determined to be substantially responsive.
2. Bids shall be evaluated against the given specifications and other terms & conditions mentioned in the Bid Solicitation Documents.
3. Rates of those items will be considered for comparisons, which are included in the specified list of items.
4. Alternative bids / rates mentioned in rate form shall not be considered and shall be rejected (by the Competent Authority).
5. The Lowest Offer will be accepted, meeting the quality and ensuring value for money.

**5) GENERAL CONDITIONS OF CONTRACT**

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
	Deliverable	Delivery	Delivery

**A. 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 KPPRA Rules, 2014.

**B. 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. 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 supply order/purchase order, 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.

**C. 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.

**D. 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.

**E. 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.

### **F. 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.

### **6. SPECIAL CONDITIONS OF CONTRACT**

1. Supply order shall be issued to successful bidder.
2. In case of a successful bidder, who fails to provide items/ items not as per specification and sample/supply in time, shall proceed for blacklisting.
3. If any of the given specifications/parameters do not meet the required specifications, their offer will not be considered and shall summarily be rejected.
4. The Supplier shall provide the items on the agreed cost more specifically described in the Rate Form.
5. Each Items supplied shall strictly conform to the Schedule of Requirements, and to the Technical Specifications prescribed by the Printing and Stationery Department against each item.
6. Bid security of successful bidder will be retained till successful completion of the subject assignment.
7. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by Government Printing and Stationery Department.

#### **Award of Contract:**

Contract shall be confirmed through Supply Order/Purchase Order issued by Printing and Stationery Department.

### **7. Payment:**

- i. No advance payment will be permissible.
- ii. The payment will be made after complete supply, installation and inspection of requisite item/items.
- iii. Payment of the bills will be subject to the deduction of all Government applicable taxes.
- iv. Procurement entity will ensure the payment within 30 days after the successful Inspection of item/items.
- v. Performance guarantee will be returned after successful Inspection of item/items.

**List of Items with Specification;**

**(Specification given by lowest bidders must conform to the sample or above the given Specification).**

SL: #	Description of Articles	Quantity Required	unit Cost (with taxes)	Total
1	<p><b><u>Desktop System</u></b></p> <p><b>Processor:</b> Core i7, 10<sup>th</sup> Generation  <b>Chipset:</b> Intel Q470  <b>Memory:</b> 16 GB DDR-4 Ram  <b>Hard Drive:</b> 1TB + 256GB SSD  <b>Super Drive:</b> Internal DVD Super Multi Drive  <b>Sound:</b> Integrated High Definition Audio  <b>Display:</b> Integrated Intel HD Graphics  <b>Mouse &amp; Keyboard :</b> USB &amp; Optical  <b>LED:</b> 21  <b>Wifi:</b> Built-in wifi</p>	<b>06</b>		
2	<p><b><u>All in One System</u></b></p> <p><b>Processor:</b> Core i5, 10<sup>th</sup> Generation  <b>Chipset:</b> Intel H470  <b>Memory:</b> 08 GB DDR-4 Ram  <b>Hard Drive:</b> 500 GB + 256GB SSD  <b>Super Drive:</b> Internal DVD Super Multi Drive  <b>Sound:</b> Integrated High Definition Audio  <b>Display:</b> Integrated Intel HD Graphics  <b>Mouse &amp; Keyboard :</b> USB &amp; Optical  <b>Wifi:</b> Built-in wifi</p>	<b>08</b>		
3	<p><b><u>Printers</u></b></p> <p>HP Laser jet Pro MFP M428fdw</p>	<b>03</b>		
4	<p><b><u>Printers</u></b></p> <p>HP Laser jet 404DW</p>	<b>07</b>		
5	External Hard Drive 2TB	<b>01</b>		
6	<p><b><u>UPS Specifications</u></b></p> <p><b>Capacity:</b> 1KVA  <b>Dimension:</b> 33cm× 23cm×14cm  <b>Warranty:</b> 2Years  <b>Backup Time:</b> 2-3 Hours  <b>Efficiency:</b> Greater than 85%</p>	<b>14</b>		

**CERTIFICATE**

- i. We guarantee to supply the stores exactly in accordance with the specification mentioned in the Tender by Printing & Stationery Department.
- ii. If the store is not supplied within the specified period, the security can be forfeited or Late Delivery Charges up to @2% may be deducted from our bills if no extension is granted.
- iii. We will abide by the terms and condition of the contract.
- iv. Certified that the prices quoted against Tender No. \_\_\_\_\_ are not more than the prices charged from any other purchase organization in the country and in case of any such violation, the tenderer hereby undertake to refund the price charged in excess.

Signature of Tenderer \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_

Name of firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Contract Agreement**



THIS AGREEMENT made on the \_\_\_\_\_ day of 2022 between Government Printing and Stationery Department Khyber Pakhtunkhwa Peshawar (hereinafter called the Procuring Agency”) of the one part & \_\_\_\_\_ (hereinafter called “the supplier”) of the other part.

WHEREAS the Procuring Agency invited bids for certain goods, and ancillary Services (Purchase order No----- Date ----- has accepted bid by the Supplier of these Goods and Services in the sum of Rs. \_\_\_\_\_ (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Bid Form and the Price Schedule submitted by the Bidder:
  - (b) The Schedule of Requirements:
  - (c) The Terms and Conditions:
  - (d) The Technical Specification / Sample:
  - (e) The General Conditions of Contract:
  - (f) The Special Conditions of Contract: and
  - (g) The Procuring agency Notification of Award
  - (h) The Supply order.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and to remedy defects therein conformity in all respects with the provisions of the contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract at the times and in the manner prescribed by the contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

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

Witness-1: \_\_\_\_\_ Witness-2: \_\_\_\_\_