



GOVERNMENT OF KHYBER PAKHTUNKHWA

**PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION
(PEDO)**



BIDDING DOCUMENTS

FOR

**PROCUREMENT OF LAPTOP COMPUTERS FOR OFFICE OF
THE PROJECT DIRECTOR, 300 MW BALAKOT HPP, PEDO**

JUNE-2022

INSTRUCTION TO BIDDERS

Pakhtunkhwa Energy Development Organization (PEDO)

Dated: **10/06/2022**

Interested eligible bidders shall prepare & submit their bids, strictly in accordance with these instructions.

- A. The bidder must apply online on etender.pedo.pk and also submit hard copies of the bids in sealed envelopes and as per specified procurement method (Single stage, One envelope)
- B. The proposal shall be typed in Times New Roman with font size 12 and single spacing and shall be in English. Any hand written part or full proposal (either technical or financial) shall be rejected.
- 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 / income 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, PEDO 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.
- I. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding.
- J. 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.
- K. The proposals should be strictly in accordance with enclosed specifications and technical design.
- L. Response time: all bidders shall apply online on etender.pedo.pk and also submit the hardcopies of these proposals/bids on or before 11:00 Hrs **on 23-06-2022** at office of the Project Director, 300 MW Balakot HPP, PEDO, else the bid shall be declared as non-responsive. The bids will be opened on the same date at 11:30 Hrs. No proposal shall be accepted after the deadline, in any case. The bidders are required to submit/upload the soft copies of all the documents (PDF format only) as listed under Qualification Criteria of Conditions of contract and the same to be submitted in sealed bids (hard copies) also.
- M. The bids must be accompanied with the bid security @ 2% of the bid/quoted price. The bid security will be returned to the depositor after signing the contract. The Bidders, whose bids are not accompanied with bid security, shall be declared as non-responsive.

- N. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. PEDO may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- Q. 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).
- R. The bidders are required to quote their prices for all items as listed in price schedule. Any item(s) against which no rate or price is entered by the bidder, will not be paid for by the client, when executed and shall be deemed covered in the rates and prices for other items of Price Schedule.
- S. The Bidder, whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price (total quoted price), will be awarded the contract.
- T. The total bid price entered online must be same as quoted in the sealed bid (hard copy). In both cases, the bidders are required to enter their total bid price in millions (PKR) only. In case of any inconsistency between the bid price entered online and the bid price quoted in hard copy, the bid price in hard copy shall prevail over that entered online & in case of arithmetic correction to the total bid price (read out), the evaluated bid price shall prevail over read out bid price.

GENERAL TERMS AND CONDITIONS

1. The bidders are required to quote the rates in Price Schedule as per the instructions laid down here.

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

S. #	Description/ Specification	Qty	Unit Rate (Rs.)	GST+Income Tax + any other applicable tax	Delivery period	Total
1	<u>Laptop computers:</u> Core i7, 11th Gen, 8 GB RAM, 512 GB SSD, 13.3" Full HD Display, Touchscreen, with Original windows & 1 year warranty.	09			10 days after work order	
2.	<u>Laptop Bags:</u> Having USB & Headphone interface and Lock	09				

1. General Terms and Conditions: Following are the General Terms and Conditions:

- a) The above details shall be submitted in a sealed envelope (hardcopies) as well as online on etender.pedo.pk as demonstrated under Instruction to Bidders.
- b) The Supplier(s) must be registered with the Sales Tax & Income Tax authorities and must be in active Tax Payer List of FBR.
- c) Warranty of Goods shall be provided along with bid which shall be minimum for one year or 365 days, starting from the date of acceptance by the inspection team of PEDO. All overhead costs that are associated with the warranty claim through manufacturer will be borne by supplier(s) and PEDO will not be charged for any repair/ replacement during the warranty period.
- d) The bids must remain valid for a period of 120 days from the date of opening of bids.
- e) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, PEDO while comparing the offers may add the applicable taxes to the total quoted amount for each item.
- f) The request for bid is non-transferable. Cost of loading/unloading & transportation must be included in the unit prices.
- g) Bids must be submitted both in hard form and online on etender.pedo.pk on or before the given time and date to the officer designated. No late bid for any reason whatsoever, will be considered.
- h) The bids must be accompanied with bid security valuing 2% of the total quoted price.
- i) NTN certificate of the bidder shall be enclosed.
- j) Each supplier can only submit one offer / bid.
- k) The bid must carry the authorized signatures of the representative of the supplier.
- l) PEDO has the right to accept or reject any or all offers without assigning any reason thereof.

**Project Director
300 MW Balakot HPP, PEDO**

CONDITIONS OF THE CONTRACT

A. LANGUAGE

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

B. BID SECURITY DEPOSIT

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2% of the total value of the goods in the shape of CDR in favor of “Project Director, 300 MW Balakot HPP, PEDO”.

C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall deliver free of cost 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 time specified here under.

a. *Delivery Schedule*

Sr.	Item / Deliverable	Time for Delivery	Place of Delivery
1.	09 no. Laptop computers. Core i7, 11th Gen, 8 GB RAM, 512 GB SSD, 13.3" Full HD Display, Touchscreen, with original windows & 1 year warranty	10 days after work order	Room # 331, PEDO House Phase V Hayatabad Peshawar.
2.	09 no. Laptop Bags: Having USB & Headphone interface and Lock		

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 PEDO for quality/quantity etc at PEDO House Peshawar, 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, PEDO 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 his presence or presence of his authorized representative either at a laboratory designated by PEDO 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. PAYMENT

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.

H. 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 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 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.

I. 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 KPK PPRA whose decision will be final and binding on both the parties

J. 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.

K. 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 sub-letting 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.

L. 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.

M. 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 (60) days only if the supplier does not receive payments due under this Agreement within sixty (60) days of submission of its invoice. If the payment is still not made to the supplier after sixty (60) 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 sixty (60) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

N. 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.

O. 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.

P. 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.

Q. 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 Project Director, 300 MW Balakot HPP
Room No. 331, PEDO House, Phase-V, Hayatabad, Peshawar

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.

R. QUALIFICATION CRITERIA

The Bidder must meet the qualification criteria as stated below. Bids not meeting any of the qualification criteria shall be rejected, strictly in accordance with the KPPRA rules.

- a. Bidder must be registered with Income Tax, Sales Tax Department and on Active Tax Payer List (ATL) of FBR.
- b. Bidders must have the same nature of experience of at least one completed project (completion certificate).
- c. Bidders must apply to this tender by getting registered on etender.pedo.pk and apply online as well as by sending the hardcopies of their bids to the office of the Project Director, 300 MW Balakot HPP PEDO.
- d. The bid must be accompanied by a security of deposit of 2% of the total quoted price in Pak Rupees in favor of "Project Director, 300 MW Balakot HPP PEDO".
- e. Replacement/Repair Warranty certificate of Laptop computers hardware for a period of one year, starting from the date of acceptance by the inspection team of PEDO. All overhead costs that are associated with the warranty claim through manufacturer will be borne by supplier(s) and PEDO will not be charged for any repair/ replacement during the warranty period.
- f. The bids must remain valid for a period of 120 days from the date of opening of bids.
- g. The time for delivery must be mentioned as 10 days after purchase order.
- h. The bids must be accompanied with bid security valuing 2% of the total quoted price.
- i. The bidder shall submit an affidavit that all the product(s) will be as per the requirements/ specifications, that only genuine product(s) will be supplied and that the bidder will solely be responsible for any loss in case the supplied product(s) is/are not found to be genuine.
- j. The bidder shall submit an affidavit that it has never been blacklisted.