



**GOVERNMENT OF KHYBER PAKHTUNKHWA**

**PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION  
(PEDO)**



**BIDDING DOCUMENTS**

**for**

**TO DESIGN AND DEVELOP WEB-BASED SOFTWARE  
APPLICATION MAINTENANCE AND SITE MANAGEMENT  
SYSTEM (MMS), SUPPLY & INSTALLATION OF HARDWARE &  
NETWORKING EQUIPMENTS FOR MMS.**

**(FEBRUARY-2022)**

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## **INVITATION FOR E-BIDDING**

## NOTICE INVITING E-BIDDING

Sealed bids are invited from eligible bidders in accordance with KPPRA rules 2014 on single stage, one envelope for the following work at Daral Khwar HPC PEDO Bahrain, District Swat.

S.No	Name of Work	Date & time of Submission	Date & time of Opening
1	To design & develop web-based software application Maintenance and site Management System (MMS), Supply and Installation of Hardware & Networking equipment's for MMS.	14-03-2022 (14:00 hrs)	14-03-2022 (14:30 hrs)

### Terms & Condition:

1. The Bidder should be registered with Income Tax, Sales Tax Department and shall be on Active Tax Payer List (ATL) of FBR and KPRA. Valid documents must be attached with bids.
2. Bidders must have the same nature of experience of at least one completed project.
3. Rates shall be inclusive of all applicable taxes & duties.
4. Incomplete / Conditional/ Ambiguous application shall not be considered.
5. Bidding documents can be obtained from the office of the undersigned during working hours on the submission of written application or can be downloaded from the PEDO website: [www.pedo.pk](http://www.pedo.pk) upon payment of Rs. 2000/ (non-refundable) in the shape of Bank Draft from any schedule bank of Pakistan in favor of "Resident Engineer O&M Daral Khwar HPC".
6. Bidders must apply to this tender by getting registered on [etender.pedo.pk](http://etender.pedo.pk) and apply online as well as by sending the hardcopies of their bids to the committee room of PEDO House, Plot # 38, Sector B/2, Phase-5 Hayatabad Peshawar on or before at 14:00 hrs on 14-03-2022 and will be opened on the same date at 14:30 hrs in the presence of the bidder's authorized representative.
7. The bids must be accompanied by a bid security @ 2% of the total bid/ quoted price in Pak Rupees in the shape of CDR in favor of "Resident Engineer O&M Daral Khwar HPC".
8. PEDO reserves the right to reject any one or all the bids as per rule 47 of the KPPRA 2014.

**Resident Engineer (O&M)**  
**36.6MW Daral Khwar Hydro Power Complex PEDO**  
**Bahrain, District Swat.**  
**Telephone# 0345-9118664, Email: re.daralkhwar@pedo.pk**

## INSTRUCTION TO BIDDERS

Pakhtunkhwa Energy Development Organization (PEDO)

Dated: \_\_\_\_/\_\_\_\_/2021

- A. The bidder must apply online on [etender.pedo.pk](http://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 in hard copies shall be clearly marked on the outer side “financial proposal”.
- C. The proposal shall be typed in New Times 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.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax / income tax registration certificate.
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, 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.
- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design.
- M. Response time: all bidders shall apply online by getting registered on ([etender.pedo.pk](http://etender.pedo.pk)) and also submit the hardcopies of these proposals/bids to the committee room of PEDO House, Plot # 38, Sector B/2, Phase-5 Hayatabad Peshawar on or before at 14:00 hrs on 14-03-2022 and will be opened on the same date at 14:30 hrs in the presence of the bidder’s authorized representative. No proposal in any case shall be accepted after the deadline.

- N. The bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years.
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bids must be accompanied with the bid security @ 2% of the bid/quoted price. The bid security shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. The successful bidder will submit performance bank guarantee at 10% of the total contract value from any scheduled bank of Pakistan. (Not Applicable)
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the execution of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).
- W. 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.
- X. Please note that the bidders must submit their bids via online as well as in hard copies prior to the bid submission deadline, else the bid shall be declared as non-responsive.
- Y. The Bidders, whose bids are not accompanied with bid security, shall be declared as non-responsive.
- Z. 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.
- AA. The total bid price entered online must be same as quoted in the sealed bid (hard copy), else the bid will be declared as non-responsive and will be rejected. Please note that the bidders are required to enter their total bid price online in millions (PKR) only, else the bid will be declared as non-responsive and will be rejected.
- BB. In case of arithmetic correction to the total bid price (read out), the evaluated bid price shall prevail over read out bid price (if both online & in hard copies are same).
- CC. The bidders are required to submit/upload the soft copies of the documents (PDF format only) as listed under Qualification Criteria of General & Special Conditions of contract and same to be submitted in sealed bids (hard copies) also.

# BID FORM AND PRICE SCHEDULES

Date: \_\_\_\_\_  
IFB No: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

## PRICE SCHEDULE IN PAK. RUPEES

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_

S.No	Description	Specification	Qty	Unit Price	Total Price with Tax
<b>A. HARDWARE AND NETWORKING EQUIPMENT</b>					
1	Server computer (for Maintenance and Site Management System)	Intel® Xeon® Bronze 3204, Optional Operating System, 8GB Memory, 1TB SSD Display 22" LCD Monitor	1		
2	Workstation Client (For Maintenance and Site Management System)	10 <sup>th</sup> Generation Intel® Core™ i5-10500 Windows 10 Pro 64bit English 8GB, 1X8GB, DDR4 non – ECC Memory 3.5 inch 1TB 7200rpm SATA Hard Disk Drive Display 22" LCD Monitor	3		
3	Laser Printer	<b>HP Laser MFP 137 fnw</b> Printer Type Laser Scane Type Flatbed Function Copier, Printer, Scanner, Fax Wi-Fi Yes Air Print Yes A3 No LAN No Ports USB 2.0 Print Speed Black 21-30 ppm Print Speed Color No	2		
4	4 TB External Hard Disk	4 TB External Hard Disk for Server Backup	1		
5	24 Port Networking Switch	24-Port Gigabit Switch	1		
6	8 Port Networking Switch	08-Port Gigabit Switch	8		
7	Data Cabinet for 24 Port Switch	9U network rack	1		
8	Data Cabinet for 8 port Switch	2U Network Rack	8		
9	Data Boxes for Data Cabinet Outdoors	Made from heavy duty steel, 19 inch Wall Cabinet, Wall Mount, 2U, 114 x 502 x 300mm	8		
10	Imported Face Plates with los Dual Shetter		25		
11	Networking Cable STP Pure Cooper Cat-6 (Schneider/Hikvision)	STP Pure Cooper Cat-6 Cable	5		
12	PVC 1 inch pipe	PVC pipes for Net Cable and Electric Wire dual pipe	90		
13	3/29 Electric Cable Pure Cooper	Electric Wire (Good Quality) 3/29 90 meter roll	10		
14	Cat6 RJ45 Connectors box	Imported RJ-45 Connector for Cat-6 and RJ-45 Connectors	Box		
<b>Sub-Total of (A) RS.</b>					
<b>B NETWORKING AND INSTALLATION SERVICES</b>					
	i. Installation ducts in the main office building ii. Installation of Networking data cabinets iii. Cat-6 Networking cabling and Electric wire cabling at Office and Powerhouse iv. Installation of Data Boxes with power switch's outdoor locations. v. Installation of PVC pipes for Cat-6 cabling vi. Complete testing and checking of network system vii. Installation of computers on Network, data/ Extension Cables and computer Network Testing		Lum Sum		
<b>Sub-Total of (B) RS.</b>					



<b>C</b>	<b>DEVELOPMENT OF WEB BASED SOFTWARE APPLICATION</b>		
i	<b>To design &amp; develop web-based software application Maintenance and Site Management System (MMS)</b>	Lum Sum	
ii	Project analysis, evaluation and content identification		
iii	Data Collection		
iv	System modeling and documentation		
v	Animation design		
vi	Remote content management		
vii	Training Staff		
viii	Supporting Documentation Uploading		
ix	Installation of Windows Server 2012 or later version and IIS web server		
x	Minimum 45 pages to use ASP/PHP/ MySQL as development tool for software application		
xi	6 month backup support		
	<b>Sub- Total of (C) Rs.</b>		
	<b>G. Total (A+B+C) Rs.</b>		

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

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

## GENERAL TERMS AND CONDITIONS

### 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](http://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 KPRA & FBR.
- c) Warranty of Goods shall be provided along with bid which shall be minimum for one year or 365 days”
- 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, the procuring entity while comparing the offers will 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) Bidders must have the same nature of experience of at least one completed project.
- h) Bids must be submitted both in hard form and online on [etender.pedo.pk](http://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.
- i) The bids must be accompanied with bid security valuing 2% of the total quoted price.
- j) NTN certificate shall be enclosed.
- k) Each supplier can only submit one offer / bid.
- l) The bid must carry the authorized signatures of the representative of the supplier.
- m) PEDO has the right to accept or reject any or all offers without assigning any reason thereof.

# GENERAL AND SPECIAL CONDITIONS OF 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 detailed in the said Schedule at 'C'.

## 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 dates specified here under.

(i) *Delivery Schedule & Place: (In thirty days after issuance of letter of acceptance) Place: Daral khwar HPC PEDO, Bahrain District Swat)*

## D. VARIATIONS / REPEAT ORDERS

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

## E. INSPECTION of Goods on Delivery (whole applicable)

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

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

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

## F. PACKAGING

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

the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

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

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

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

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

## **G. PERFORMANCE BANK GUARANTEE**

Successful bidders shall furnish a Performance Bank Guarantee of 10% of value of bid price on the proforma prescribed provided that the guarantee is issued by any of the approved Banks of Pakistan within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

## **H. FORFEITURE OF PERFORMANCE BANK**

### **GUARANTEE**

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

## **I. PAYMENT CLAUSE**

Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.\_\_\_\_, Material Receiving Report No.\_\_\_\_, and Acceptance Note No.\_\_\_\_, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at

current applicable rates shall be deducted from the invoice). (where applicable)

- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules.
- j. Certificate from procuring entity stating Goods as per standard/ professional requirement (format given below)
- k. 08% of the total payment/contract price will be withheld from each invoice as a security (Retention money) along with 02% CDR for a warranty period of one year and will be released accordingly.

**DETAIL OF STANDARDS**

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

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)  
(Assessment /Evaluation Officers)  
Name and Designation

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

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

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

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

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

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

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

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

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

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

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

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

## **L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION**

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

If a bidder is not satisfied with the decision of the committee, he may take recourse to the KPPRA.

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 KPPRA whose decision will final and binding on both the parties

## **M. INDEMNITY**

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of

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

**N. SUB-LETTING CONTRACT**

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

**O. BRIBES COMMISSION ETC.**

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

**P. TERMINATION End of Services**

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

**Termination by the Client**

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

**Termination by the Supplier**

The supplier may suspend the Agreement by a written notice of thirty (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.

**Q. FORCE MAJEURE**

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

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

**R. APPLICABLE LAWS**

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

**S. CONTRACT AMENDMENT**

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

**T. NOTICES**

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

To: The Client

To: The Supplier -----

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

**U. QUALIFICATION CRITERIA**

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.

1. Bidder must be registered with Income Tax, Sales Tax Department and on Active Tax Payer List (ATL) of FBR and KPRA.
2. Bidders must have the same nature of experience of at least one completed project (completion certificate).
3. Bidders must apply to this tender by getting registered on [etender.pedo.pk](http://etender.pedo.pk) and



apply online as well as by sending the hardcopies of their bids to the office of Resident Engineer Daral Khwar HPC, Bahrain District Swat.

4. The bid must be accompanied by a security of deposit of 2% of the total quoted price in Pak Rupees in favor of “Resident Engineer O&M Daral Khwar HPC”.
5. The bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing year.
6. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations under the administrative control of the federal / provincial governments.
7. Warranty certificate of MMS Software & hardware for a period of one year.

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

Procuring Officer  
Procuring entity and its address

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

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

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

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

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

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

WITH ADDRESS \_\_\_\_\_  
AUTHORISED OFFICER OF THE BANK

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

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

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

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

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

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

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

NAME OF BANK  
WITH ADDRESS  
AUTHORISED OFFICER OF THE BANK

**FORM OF CONTRACT AGREEMENT**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

between \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter “the Purchaser”), of the one part, and \_\_\_\_\_  
of \_\_\_\_\_ (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz.,  
\_\_\_\_\_ and has  
accepted a Bid by the Supplier for the supply of those Goods in the sum of  
\_\_\_\_\_ (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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Purchaser’s Notification to the Supplier of Award of Contract (Letter of Acceptance).
  - (b) the Form of Bid and the Price Schedules submitted by the Supplier.
  - (c) the Particular and General Conditions of Contract.
  - (d) the Schedule to Bid (other than Price Schedule).
  - (e) Appendices to Bid.
  - (f) Specifications.
  - (g) Drawings; and
  - (h) Any other Item

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

Signature of the Supplier

Signature of the Purchaser

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

## **Specifications & Software Applications**

### **Hardware Specifications for MMS .**

<b>S.No</b>	<b>Description</b>	<b>Specification</b>
1	Server computer (for Maintenance	Intel® Xeon® Bronze 3204, Optional Operating System,

	and Site Management System)	8GB Memory, 1TB SSD Display 22" LCD Monitor
2	Workstation Client (For Maintenance and Site Management System)	10 <sup>th</sup> Generation Intel® Core™ i5-10500 Windows 10 Pro 64bit English 8GB, 1X8GB, DDR4 non – ECC Memory 3.5 inch 1TB 7200rpm SATA Hard Disk Drive Display 22" LCD Monitor
3	Laser Printer	<b>HP Laser MFP 137 fnw</b> Printer Type Laser Scane Type Flatbed Function Copier, Printer, Scanner, Fax Wi-Fi Yes Air Print Yes A3 No LAN No Ports USB 2.0 Print Speed Black 21-30 ppm Print Speed Color No
4	4 TB External Hard Disk	4 TB External Hard Disk for Server Backup
5	24 Port Networking Switch	24-Port Gigabit Switch
6	8 Port Networking Switch	08-Port Gigabit Switch
7	Data Cabinet for 24 Port Switch	9U network rack
8	Data Cabinet for 8 port Switch	2U Network Rack
9	Data Boxes for Data Cabinet Outdoors	Made from heavy duty steel, 19 inch Wall Cabinet, Wall Mount, 2U, 114 x 502 x 300mm
10	Imported Face Plates with los Dual Shetter	
11	Networking Cable STP Pure Cooper Cat-6 (Schneider/Hikvision)	STP Pure Cooper Cat-6 Cable
12	PVC 1 inch pipe	PVC pipes for Net Cable and Electric Wire dual pipe
13	3/29 Electric Cable Pure Cooper	Electric Wire (Good Quality) 3/29 90 meter roll
14	Cat6 RJ45 Connectors box	Imported RJ-45 Connector for Cat-6 and RJ-45 Connectors
<b>B</b>	<b>NETWORKING AND INSTALLATION SERVICES</b>	
	i. Installation ducts in the main office building ii. Installation of Networking data cabinets iii. Cat-6 Networking cabling and Electric wire cabling at Office and Powerhouse) iv. Installation of Data Boxes with power switch's outdoor locations. v. Installation of PVC pipes for Cat-6 cabling vi. Complete testing and checking of network system vii. Installation of computers on Network, data/ Extension Cables and computer Network Testing	
<b>C</b>	<b>DEVELOPMENT OF WEB BASED SOFTWARE APPLICATION</b>	
i	<b>To design &amp; develop the web-based Maintenance and Site Management System (MMS)</b>	
ii	Project analysis, evaluation and content identification	
iii	Data Collection	
iv	System modeling and documentation	
v	Animation design	
vi	Remote content management	
vii	Training Staff	
viii	Supporting Documentation Uploading	
ix	Installation of Windows Server 2012 or later version and IIS web server	
x	Minimum 45 pages to use ASP/PHP/ MySQL as development tool for software application	
xi	6 month backup support	

## **Software Applications of Maintenance and Site Management System (MMS) :**

To design & develop web-based software application for maintenance and site management system (MMS) having the following applications.

1. Human Resource
2. Operation & Maintenance
3. Plant output & Management
4. Inventory/Store
5. Residential Colony
6. Library
7. Search
8. Report
9. Forms
10. User Management (Users Log
11. General Plant Data
- 12. Office Automation**
13. Departments
14. Section
15. Unit/Equipment
16. Sender/Receiver
17. Change Password
18. Logout

## **Software Applications of Maintenance and Site Management System (MMS).**

To design & develop web-based software application for maintenance and site management system (MMS) having the following applications.

<b>19.Human Resource</b>	Employees Blood Group Relationship Qualification Level Position
<b>20.Operation &amp; Maintenance</b>	Preventive Maintenance Records Flow Chart Preventive Manufacture P.M Status Trouble Report Records Flowchart History Sheet PWR SP Tag PTW Shutdown Request for NPCC Running Hours SOP Notification Operation Messages Operation Messages status CB Operation Events Breakers Operation Sequence Chart
<b>21.Plant output &amp; Management</b>	Daily Grant Plant Fund Tripping Report
<b>22.Inventory</b>	Stock Item Vendors



<b>23. Residential Colony</b>	House No House Allotment Utilities Inventory & Maintenance History
<b>24. Library</b>	Book Stock Book Volume Book Central Categories
<b>25. Search</b>	HR Employees O&M Inventory Plant output & Management Residential Colony & Library Same as Sr. No 7 (Search)
<b>26. Report</b>	
<b>27. Forms</b>	Adjustment proforma Casual Leave Application Medical Fitness Form Organogram TA Form Urgent procurement proforma Verification certificate
<b>28. User Management</b>	Users Users Log
<b>29. General Plant Data</b>	
<b>30. Office Automation</b>	
31. Departments	
32. Section	
33. Unit/Equipment	
34. Sender/Receiver	
35. Change Password	
36. Logout	