

**BIDDING DOCUMENTS**  
**FOR**  
**PROCUREMENT OF IT EQUIPMENT**

Notified vide Notification No. KPPRA/M&E/SBDs/1-1/2015  
Dated Peshawar the May 03, 2016

**Energy & Power Department, Govt. of Khyber Pakhtunkhwa**

**KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT  
REGULATORY AUTHORITY (KPPRA)**

**February, 2021**

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# GENERAL CONDICTIONS FOR BIDDING

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## GENERAL CONDITIONS FOR BIDDING

1.1: Clarification of Bidding Documents: A prospective bidder requiring any clarification(s) in respect of the Bidding Document/s may contact Section Officer (General) or Chairman Procurement Committee, Energy & Power Department Govt. of Khyber Pakhtunkhwa, by Phone: (091-9223630) or registered post at the address given below:

Chairman Procurement Committee Energy & Power Department, Abdul Wali Khan, Multiplex, Block-A, Civil Secretariat, Peshawar.

1.2: Amendment of Bidding Documents: (a) At any time prior to the deadline for submission of bids, the Chairman Procurement Committee, Energy & Power Department/competent authority may, for any reason, modify the Bidding Document by issuing an addendum / corrigendum. (b) Any addendum/corrigendum thus issued shall be the part of the Bidding Document and shall be made available online on the official websites of KPPRA. (c) The Chairman Procurement Committee, Energy & Power Department, may at its discretion extend the deadline for the submission of bids.



**INVITATION FOR  
BIDS**



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**ENERGY & POWER DEPARTMENT, GOVT. OF KHYBER  
PAKHTUNKHWA,  
INVITATION FOR BIDS – PROCUREMENT FOR IT EQUIPMENT**

Energy & Power Department, Govt. of Khyber Pakhtunkhwa, invites sealed bids from eligible bidders (original manufacturers/authorized distributors/suppliers) registered with Income Tax and Sales Tax Departments for the procurement of IT equipment as mentioned below: -

S.No.	Item Description
1	Desktop Computers with printers
2	Laptop
3	Printers

2. Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc are available for the interested bidders at the office of Section Officer (General), Energy & Power Department, Civil Secretariat, Peshawar. Interested bidders may obtain the bidding documents, after requested for the same on the company/firm's letter in the name of Section Officer (General) Energy & Power Department.
3. Single stage-one envelope procedure shall apply Bids in sealed envelope, prepared in accordance with the instructions in the bidding documents, must reach at the office of Section Officer (General), Energy & Power Department, Civil Secretariat, Peshawar on/or before **01<sup>st</sup> March 2021**. Late submission of bids will not be accepted.
4. Bids will be opened in the Energy & Power Department, Civil Secretariat, Peshawar on **01<sup>st</sup> March 2021** in the presence of the bidders or their authorized representatives, who may choose to be present.
5. This advertisement is available on KPPRA's website i.e. [www.kppra.org.pk](http://www.kppra.org.pk)

Section Officer (General)  
Energy & Power Department,  
Abdul Wali Khan Multiplex,  
Block-A, Civil Secretariat, Peshawar.  
Ph: 091-9223630

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## INSTRUCTION TO BIDDERS

Date: 12<sup>th</sup> February 2021

Energy & Power Department

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stage) (one envelope).
- B. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal shall be rejected and shall be in English.
- C. The proposals must contain a transmittal letter on the bidder's letterhead, duly stamped by authorized representative (as per prescribed specimen).
- D. The envelope should be on the name address and contact details of the addresses and the addressors.
- E. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- F. The proposal shall contain sales tax registration certificate (optional).
- G. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- H. The bidder shall specify validity in days, the submitted bid Energy & Power Department 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. Once firms are short listed, no such association will be allowed.
- 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 in accordance with enclosed specifications and technical design (if any) (optional)
- L. Response time: all bidders shall submit proposals\ as per these insufficient on or before close of office on **01<sup>st</sup> March 2021** at Energy & Power Department, Civil Secretariat, Peshawar, these will be opened half an hour after the deadline. No proposal in any case shall be accepted after the deadline.
- M. The bidder shall submit an affidavit that it has never been blacklisted.
- N. Submit statement of any history of litigation or ongoing.
- O. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the contract along with the bid in the envelope containing Technical proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- P. 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.
- Q. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- R. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- S. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).





1. Bid Form and Price Schedules

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

To: Section Officer (General),  
Energy & Power Department, Govt. of Khyber Pakhtunkhwa.

Dear Sir:

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

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

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

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

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

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

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

(if none, state "none")

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

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

\_\_\_\_\_  
signature]

\_\_\_\_\_  
[in the capacity of]

Price Schedule in Pak. Rupees



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

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required

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

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



## GENERAL TERMS AND CONDITIONS

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.						
2.						

1. Following are the details regarding request for quotation for purchase of IT equipment.

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

### 2. General Terms and Conditions

Following are the General Terms and Conditions

- a) The above details shall be submitted in a sealed envelope
- b) "OPTIONAL" Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
- c) The Supplier (s) must be registered with the Sales Tax authorities.
- d) Warranty of Goods shall be provided along with (as the procuring entity may deem necessary) "quote" the warranty period shall be 1 year at least.
- e) The quote (s) must remain valid for 3 months.
- f) 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.
- g) The request for quotation is non-transferable.
- h) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever, will be considered.
- i) The quote(s) must be accompanied with an bid security valuing 2% of the total quoted price.
- j) NTN certificate shall be enclosed.
- k) Each supplier can only submit one offer / quote.
- l) The quotation must carry the authorized signatures of the representative of the supplier.
- m) Energy & Power Department has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.

Yours truly  
Section Officer (General)  
Energy & Power Department  
Civil Secretariat, Peshawar.



Energy & Power Department  
Civil Secretariat, Peshawar.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

### A. LANGUAGE

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

### B. BID SECURITY DEPOSIT (Where Applicable)

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 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 as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

#### (i) Delivery Schedule

Ser. #	Item /	Date of	Place of	Verification	Acceptance
	Deliverable	Delivery	Delivery		

### D. VARIATIONS / REPEAT ORDERS

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

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

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

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

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

## **F. PACKAGING**

Material 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 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)

**H. TECHNICAL SPECIFICATIONS**

S.No.	Name of Item	Component	Description
1	Laptop	Processor	Intel Core i5 10 <sup>th</sup> Generation 1.6 GHz or higher
		Memory	4GB DDR4
		Hard Drive	1 TB SATA Hard Drive
		Graphics	Integrated Intel UHD Graphics
		LAN Card	Integrated Gigabit Ethernet Adapter
		Wireless LAN	Integrated 802.11ac 2x2 Wireless LAN with Bluetooth
		Display	14" HD
		Camera	Integrated Built-in Webcam
		Carry Case	Carry Case on Same Size
		Warranty	1 Year Local Warranty with Parts & Labor Support
2	Desktop Computer	Processor	10 <sup>th</sup> Generation Intel Core i3 2.0 GHz or higher
		Memory	4GB 2666 MHz DDR4
		Hard Drive	500 GB 7200 rpm HDD
		Graphics	Integrated Intel UHD 630
		Wireless	802.11ac dual band 2x2
		LED	18 Inches of the same brand
		Mouse	Branded Yes
		Keyboard	Branded Yes
		Ports	04 External USB, RJ 45, Display Port, Universal Video jack, Ethernet Ports 10/100/1000
		Warranty	1 Year Local Warranty with Parts & Labor Support
3	Laser Printer	Print Speed	Upto 20 PPM or Higher
		Print Resolution	1200x1200 dpi or Higher
		Connectivity	USB Host, High Speed USB, Ethernet
		Duplex mode	Yes
		Warranty	1 Year Warranty

**DETAIL OF STANDARDS (if applicable)**

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

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment / Evaluation Officers)  
Name and Designation

**I. 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.

#### **J. 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 KPPRA 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 bidding on both the parties

#### **K. 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.

**L. 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.

**M. 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.

**N. 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.

#### **O. 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.

#### **P. 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.

#### **Q. 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.

#### **R. 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.

## **S. QUALIFICATION CRITERIA**

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

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



## PURCHASE ORDER / CONTRACT.

The purchase order is the simplest form of contract for procuring entity and the supplier. It is used to form a contract by quotation, where no contract award notice or detailed contract purchase order defines the goods to be supplied, the price of services and the delivery period required.

2 The purchase order shall carry the following information:

- the name of the supplier;
- the date of issue of the Purchase Order;
- the delivery address;
- the name of the procuring entity purchasing;
- the Requisition Number;
- the Purchase Order Number;
- the quantity of each item required;
- any part or pattern number for each item;
- a brief description of each item;
- the unit cost or rate for each item; and
- the delivery period and whether the delivery is required.

3. For detailed contract agreement, use the General Conditions of Contract herein. Insert, special conditions, if the procuring entity deem necessary.

0.1