



**PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION (PEDO)
GOVERNMENT OF KHYBER PAKHTUNKHWA
ENERGY & POWER DEPARTMENT**



**BIDDING DOCUMENTS
FOR
PROCUREMENT OF OFFICE EQUIPMENT**

**Access to Clean Energy Program- MMHPPs,
Khyber Pakhtunkhwa.**

(MAY -2021)

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PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION

Procurement # _____

Date: 24/05/2020

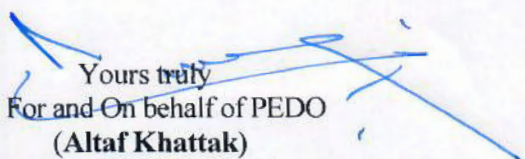
To,

All Intended Bidders

SUBJECT: REQUEST FOR QUOTATION – PROCUREMENT OF LAPTOPS

You are requested to submit your quotation, quoting each and all items, to the undersigned by **9th June, 2021** till **11:00 AM** at **House # 2, Railway Line Road, University Town, Peshawar**. The quotation (s) will be opened on the same day in the presence of those who shall wish to be present at **11:30 AM**.

1. Attached are the descriptions & specifications, required quantities, delivery period and the general terms and conditions.
2. The lowest evaluated Bidder will be required to furnish the Samples of each item of required specification in final finish form for review and approval of the Purchase before the purchase order is issued to the lowest bidder.


Yours truly
For and On behalf of PEDO
(Altaf Khattak)
Manager Finance & Admin
MMHPPs, PEDO



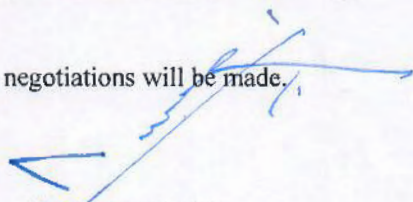
INVITATION FOR BIDS




INVITATION FOR BIDS

Date: 24/05/2020
IFB No. _____

1. The **Pakhtunkhwa Energy Development Organization (PEDO)** has received an allocation from the loan in Pak rupees towards the cost of **Access to Clean Energy Program- MMHPPs, Khyber Pakhtunkhwa**. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for **Procurement of Laptops**.
2. The PEDO now invites sealed bids from eligible bidders for the supply of Office Laptops.
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the MMHPPs office: House # 2, Railway Line Road, University Town, Peshawar.
4. Bidding Documents can also be downloaded from <http://www.pedo.pk>
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made there under.
6. Tenders complete in all respects and clearly marked with (Tender for Supply of Office Equipment) must reach at the address stated below on or before **11:00 AM, 09th June 2021** on the address stated below, and will be opened on the same date at 11:30 AM, at the address stated below.
7. Bids will be opened in the presence of bidders' representatives who choose to attend the opening meeting.
8. The bidders are requested to give their best and final prices as no negotiations will be made.


(Altaf Khattak)
Manager Finance & Admin
MMHPPs, PEDO
House # 02, Railway Line
Road, University Town,
Peshawar. Tel: 0917257600



INSTRUCTION TO BIDDERS

Date: 25th May, 2021.

- A. The bidder must submit the bid in sealed envelope and as per specified procurement method (**single stage- one envelope**).
- B. The bid shall be clearly marked on the outer side "Tender for Supply of Office Equipment".
- C. The bid submitted shall be legible.
- D. The bid must contain a transmittal letter on the bidder's letterhead, duly stamped by authorized representative (as per prescribed specimen).

The envelope should be on the name address and contact details of the addresses and the addressors.
- E. The bid 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 bid shall accompany a valid NTN and sales tax registration certificate (STRN).
- G. The delivery schedule must be attached with the Bid.
- H. The bids shall be valid for 90 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. 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.
- L. Response time: all bidders shall submit bid on or before **11:00 AM** on **9th June, 2021** at House # 2, Railway Line Road, University Town, Peshawar and shall be opened on the same date at **11.30 AM**. 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 not less than 2% of the total value of the contract along with the bid in the envelope. The bid

security of the non-selected bidders shall be returned after signing the contract.

- P. The procuring entity may reject one or all such bids, 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. Bid Security of the Successful bidder will be retained till the successful completion of the assignment.
- S. Contract will be signed with the successful bidder and its terms and conditions will govern the executive of the contract.
- T. 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: _____

To:

Project Director
Access to Clean Energy Program- MMHPPs,
Pakhtunkhwa Energy Development Organization.

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 *Ten no's of office laptops* 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 agree to the condition that our 2% bid security will be retained till the successful completion of the assignment.

We agree to abide by this Bid for a period of 90 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.

All kinds of taxes, customs, Postal or any other duties will be borne by us at our cost.

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	8
Sr. No	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
1	LAPTOP	Core i7, 1165G7 11 th Generation, 8GB RAM, 512 GB SSD, 15.6 inch FHD Display, Windows 10, carrying case and with 1 year local warranty	All eligible countries	5			
2	LAPTOP	Core i7, 1165G7 11 th Generation, 8GB RAM, 512 GB SSD, 14 inch FHD Display, Windows 10, carrying case and with 1 year local warranty	All eligible countries	5			

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
The rate shall include all applicable taxes.



GENERAL TERMS AND CONDITIONS

1. Following are the details regarding request for quotation for Procurement of Laptops

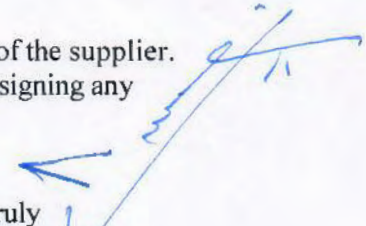
Matrix to be filled by the bidder as per the instructions laid down here.

Sr. #	Item	Description	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other	Delivery Period	Total
1.	LAPTOP	Core i7, 1165G7 11 th Generation, 8GB RAM, 512 GB SSD, 15.6 inch FHD Display, Windows 10, carrying case and with 1 year local warranty					
2.	LAPTOP	Core i7, 1165G7 11 th Generation, 8GB RAM, 512 GB SSD, 14 inch FHD Display, Windows 10, carrying case and with 1 year local warranty					

2. General Terms and Conditions

- a) The above details shall be submitted in a sealed envelope
- b) The Supplier (s) must be registered with the Sales Tax authorities.
- c) Local Warranty of Goods shall be provided along with Bid which shall be minimum one year or 365 days.
- d) The Bid must remain valid for 90 days.
- e) All suppliers shall incorporate all applicable taxes in their quotes.
- f) Bids must be submitted on or before the given time and date to the officer-designate for the purpose. No late bids for any reason whatsoever, will be considered.
- g) The bid must be accompanied with a bid security in the name of **CEO PEDO** valuing 2 % of the total bid price in the form of CDR or Bank Guarantee.
- h) NTN and STRN certificate shall be enclosed.
- i) Each supplier can only submit one Bid.
- j) The bid must carry the authorized signatures of the representative of the supplier.
- k) PEDO has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.


 Yours truly
 For and On behalf of PEDO
(Altaf Khattak)
Manager Finance & Admin
MMHPPs, PEDO
 House # 02, Railway Line
 Road, University Town,
 Peshawar. Tel: 0917257600

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

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

B. BID SECURITY DEPOSIT

Bidder 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 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

Sr .#	Item / Deliverable	Date of delivery	Place of delivery	Verification	Acceptance
1	Laptops	15 days	MMHPPs office House # 2, Railway Line Road, University Town, Peshawar	2 days	7 days

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 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 contracted quality/specifications, procuring entity shall have the right to lodge claims within 15 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/safety 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
- 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/BID SECURITY

Bid Security of the successful bidders will be retained till successful completion/execution of the assignment/Contract and shall be returned within 10 days after the successful delivery & verification by the procuring entity.

H. FORFEITURE OF BID SECURITY

The bid security may be forfeited if the bidder 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. 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 Contract Agreement.
- c. 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. Bank Account Number and Branch.
- h. Recovery of all applicable taxes at source should be made as per rules



J. 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 appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing firm /organization).

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 Contract agreement 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 contract agreement, equivalent to 0.5% 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 2% 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 Contract agreement;

Cancel the 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 Contract.

K. 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 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 binding on both the parties

L. 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.

M. 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.

N. 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.

O. 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 (10) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (30) 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.

P. 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.

Q. 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.

R. 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.

S. 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 Project Director

Access to Clean Energy Program- MMHPPs.

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.

T. 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 with FBR for Income Tax and Sales Tax and on Active Tax Payer List (ATL) of FRB
2. Carrying a National Tax Number (NTN) , or a FBR Tax Exemption Certificate;
3. Sales tax Registration certificate.
4. 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.

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

Procuring Officer
Pakhtunkhwa Energy Development Organization

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



CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or 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 items;
 - 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 to be made in lots.

- 3 For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.

A