

STANDARD FORM OF BIDDING DOCUMENTS
FOR
PURCHASE OF IT EQUIPMENT FOR 4.2 MW RESHUN HPP



**4.2 MW RESHUN HYDRO-POWER PLANT,
DISTRICT UPPER CHITRAL.**

May 2025

TABLE OF CONTENTS

Contents

1. INVITATION FOR BIDS.....	4
2. INSTRUCTION TO BIDDERS	6
3. BID FORM AND PRICE SCHEDULES.....	8
4. GENERAL TERMS AND CONDITIONS	10
5. GENERAL AND SPECIAL CONDITIONS OF CONTRACT	11
6. QUALIFICATION CRITERIA	18
7. PURCHASE ORDER / CONTRACT AGREEMENT	19

Pakhtunkhwa Energy Development Organization (PEDO),
Energy and Power Department, GOKP.

Procurement: RHPP/IT Equipment/24-25

Date:_____

To,

M/s

Subject: Request for quotation – PURCHASE OF IT EQUIPMENT FOR 4.2 MW RESHUN HPP.

You are requested to submit your Sealed Bids, under Single Stage Single envelop, for the below mentioned work of 4.2 MW RESHUN Hydro Power Plant, District Upper Chitral from the bidders, who are registered with Income Tax, Sales Tax Department and are on Active Tax Payer List (ATL) of FBR and KPRA with valid license from Pakistan Engineering Council (PEC).

S.NO	Name of Works	Last date of bid Submission	Date & Time of Opening Proposal
1	PURCHASE OF IT EQUIPMENT FOR 4.2 MW RESHUN HPP	26.05.2025 11:00 Hrs.	26.05.2025 11:30 Hrs.

Interested firms are requested to obtain Bidding documents one day prior bid submission date, upon submission of written request on their firm's letterhead along with the requisite documents and payment of Pak. Rs. 3,000/- in the shape of demand draft/CDR in favor of DDO O&M Reshun HPP, PEDO, from the office No. 333, PEDO House, 38/B-2, Phase-5, Hayatabad, Peshawar during working hours from the next day of advertisement. The bidding documents will not be issued on the last date of bid submission.

The Last date for bid submission is 26.05.2025 till 1100 hours and the proposal shall be opened in the presence of bidders or their authorized representatives who choose to attend, on the same day at 1130 hours in the Main Committee Room, PEDO House.

D.D.O.
4.2 MW Reshun HPP
District Upper Chitral

INVITATION FOR BIDS

Invitation for Bids

Date: _____
IFB No: RHPP/IT Equipment/24-25

1. Pakhtunkhwa Energy Development Organization (PEDO) through its own fund has allocated funds for undertaking the work “Purchase of IT Equipment for 4.2 MW Reshun HPP” through O&M budget for Reshun HPP.
2. PEDO invites sealed bids from eligible bidders as mentioned in NIT, for the subject work.
3. Interested eligible bidders may obtain further information from the office of Diary & Disbursing Officer (DDO), O&M Reshun HPP, District Upper Chitral, and phone # 091-9217106.
4. A complete set of bidding documents may be purchased from office No. 333, PEDO House, 38/B-2, Phase-5, Hayatabad, Peshawar by interested bidders on the submission of a written application to the above and upon payment of Rs. 3,000/- in shape of Pay order/Bank draft in favor of DDO O&M Reshun HPP, PEDO.
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 which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan*.
6. Bidders must apply to this tender by getting registered on etender.pedo.pk and further apply online as well as by sending hardcopies of their bids to Room No. 333 PEDO House, 38/B-2 Phase-V, Hayatabad, Peshawar on or before 26.05.2025 at 1100 hours and must be accompanied by a bid security of 2% of bid/ quoted amount in the name of DDO O&M Reshun HPP, PEDO.
7. Bids will be opened in the presence of bidders’ representatives who choose to attend at 1130 hours on 26.05.2025, in the main Committee room of PEDO House, 38/B-2, Phase-5, Hayatabad, Peshawar.
8. The bidders are requested to give their best and final prices as no negotiations are expected.

**D.D.O.,
Reshun HPP,
PEDO, Chitral.**

INSTRUCTION TO BIDDERS

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method single stage single envelop.
- B. The proposal shall be clearly marked on the outer side “technical & financial proposal”
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.
- 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 PEC registration and national tax number certificates.
- G. The proposal shall contain sales tax registration and proof of being Active tax payer list (ATL).
- H. The proposal shall have complete work plan.
- I. The bidder shall specify bid validity in days; the submitted bid 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 provided by the client

- 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 bid price.
- P. The bidders who quote their bids/rates more than 10% below the Engineers estimate shall also submit an additional security sealed in envelop, in the form of call deposit equal to 8% of the estimated cost.
- Q. 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.
- R. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- S. Contract will be signed with the successful bidders 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 Bidder/vendor/bidder).

Bid Form and Price Schedules

Date: _____

To:

The DDO,
Reshun HPP, PEDO.

Respected Sir,

Having examined the bidding documents including Addenda Nos. _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver for the contract named _____, 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, we will conclude the work in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we abide that 2% bid security will be retained by the department and additional 8% security amount will be deducted from each running bills.

We agree to abide by this Bid for a period of 30 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.

M/s: _____

Sign & Stamp: _____

Price Schedule in Pak. Rupees

Name of Bidder: M/s _____

IFB Number: RHPP/IT Equipment/24-25

S.No	Description	Unit	Unit Rate(Rs)	Amount (Rs)
1	Digital Laser console based Photocopier with 55 copies per minute for A-4 size paper having 8GB system memory, 256GB System hard drive, Interface Ethernet, USB and Printer ports.	1		
	Total Scheduled Items (Rs.)			

Signature & seal of Bidder: _____

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

GENERAL TERMS AND CONDITIONS

Sr. #	Description/ Specification	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.	Digital Laser console based Photocopier with 55 copies per minute for A-4 size paper having 8GB system memory, 256GB System hard drive, Interface Ethernet, USB and Printer ports.		As per government rules	The delivery period of the subject work is one (1) Month from date of work order	

1. Following are the details regarding request for quotation “PURCHASE OF IT EQUIPMENT FOR 4.2 MW RESHUN HPP for 4.2 MW Reshun HPP” for FY 2024-25. Matrix to be filled by the bidder as per the instructions laid down hereunder.

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

- a) The above details shall be submitted in a sealed envelope.
- b) The bidder(s) must be registered with Sales tax Income tax & KPRA.
- c) The bidder must have completed one similar nature of work in last five years (completion certificate must be provide/attach documents).
- d) Warranty of Goods shall be provided; the warranty period shall not be less than a year.
- e) The quote(s) must remain valid for 28 days beyond bid validity date.
- f) All Bidders shall mention all applicable taxes in their quotes. In case any Bidder 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) Bids 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 bid must be accompanied with bid security valuing 2 % of the total quoted price.
- j) The bidders who quote their bids/rates more than 10% below the Engineers estimate shall also submit an additional security sealed in envelop, in the form of call deposit equal to 8% of the estimated cost.
- k) PEC, NTN, STRN & FBR updated certificates/documents shall be enclosed.
- l) Each Bidder can only submit one offer / quote.
- m) The quotation must carry the authorized signatures of the representative of the supplier.
- n) Client has the right to accept or reject any or all offers without assigning any reason thereof

Thanking you.

D.D.O.,
O&M Reshun HPP
PEDO, Peshawar
Phone: 091-9217106

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 Bidder, 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 Bidder/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

Sr. #	Item / Deliverable	Date of Delivery	Place of delivery	Verification	Acceptance
1.	Digital Laser console based Photocopier with 55 copies per minute for A-4 size paper having 8GB system memory, 256GB System hard drive, Interface Ethernet, USB and Printer ports.	1 Month from date of signing.	4.2 MW Reshun HPP, District Chitral	By DDO, PEDO.	By the DDO Reshun HPP, PEDO District Chitral.

D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the Bidder 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 KPRA Rules 2014. **(Not Applicable)**

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 Bidder, joint re-inspection of the supplied material shall be carried out, at the cost of the Bidder, 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 service providers

Manufacturer's instructions regarding the handling of the equipment 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. **N/A**

G. PERFORMANCE BANK GUARANTEE/Security

Total 10% performance security will be deducted, 8% from each running bill and 2% bid security.

FORFEITURE OF PERFORMANCE BANK

GUARANTEE

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

H. PAYMENT CLAUSE Payment shall be made on production of the following documents:

- a. The bidder shall submit manually signed invoice on its official letter head to the DDO.
- 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).
- e. National Tax Number.
- f. Sales Tax/KPRA 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 that work has been undertaken satisfactorily as per standard / professional requirement.

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

(Assessment/Evaluation Officers)
(DDO O&M Reshun HPP)

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

The Bidder shall perform services in accordance with recognized standards,

applicable laws and regulations.

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

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

The Bidder 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 Bidder 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 Bidder shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent Bidder or sub-contractor to perform any part of the services without prior consent of the service providers

The Bidder agrees that no proprietary and confidential information received by the Bidder from the Client shall be disclosed to a third party unless the Bidder 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 Bidder 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 Bidder as stipulated in the relevant 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 Bidder, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

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

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the Bidder 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 KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by PPRA whose decision will final and binding on both the parties

M. INDEMNITY

The Bidder 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 Bidder of the same and the Bidder 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 Bidder 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 Bidder account and risk and the Bidder 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 Bidder 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 Bidder, 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 Bidder

The Bidder may suspend the Agreement by a written notice of thirty (30) days only if the Bidder 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 Bidder after thirty(30) days of notice of suspension, the Bidder/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 Bidder 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 Bidder.

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 Pakhtunkhwa Energy Development Organization (PEDO)

To: The Bidder -----

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

QUALIFICATION CRITERIA

Following is the qualification/mandatory criteria:

1. Dully Licensed and valid registration with Pakistan Engineering Council in relevant category (C-6 or above).
2. The bidder(s) must be registered with Sales tax Income tax, KPRA and must submit income tax returns for last three years. Proof of documents must be attached.
3. The bidder must have completed one similar nature of work in last five years (completion certificate must be provide/attach documents).
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.

PURCHASE ORDER / CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the Bidder. 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 Bidder;
- 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.