



STANDARD BIDDING DOCUMENT
For
Supply of Machinery and Equipment of
Science Technology & Information Technology Department
Government of Khyber Pakhtunkhwa

Last Date of Tender Submission	13-06-2022 at 11:00 AM
Tender Opening	13-06-2022 at 11:30 AM on the last date
Venue	Science Technology & Information Technology Department, Government of Khyber Pakhtunkhwa 2nd Floor SDU Building, Khyber Road, Peshawar.
Contact No	091-9214058

**Applicability of Khyber Pakhtunkhwa Procurement of Goods,
Works and Services Rules 2014.**

This Tender Process will be governed by the Khyber Pakhtunkhwa Procurement of Goods, Works and Services, 2014 as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the completion of the scheme.

S.No	Tender Enclosures	Yes	No
1	Authorized dealership certificate of the quoted item		
2	NTN Certificate		
3	GST Registration Certificate		
4	Not Blacklisted Certificate on Stamp Paper		
5	2% Call Deposit in the name of Staff Training Institute E& A Department Benevolent Fund Building Peshawar Cantt.		

Note: In-case of non-submission of any document mentioned above, the Tender will stand disqualified.

1. Instructions for the Tender:

i. Letter of Authorization:

A letter of Authorization(s) from the Board of Directors of Managing Director of the Tender organization authorizing the Tender submitting authority or a Power of Attorney should be submitted in the Proposal. The Tenders received without the Letter of Authorization or Power of Attorney will be summarily rejected. The authority giving such authorization ensures its legal capacity to give such authorization.

ii. Clarifications and Amendments:

- a) A prospective Tender requiring any clarification in the Tender Documents may notify the Purchaser by letter or by Fax.
- b) Procuring Agency is not responsible for any misinterpretation of the provisions of these Tender Documents on account of the Tenders failure to update the Tender Documents based on changes/ modifications announced.

iii. Force Majeure:

- a) Subject to sub clause (iii), in a Force Majeure situation which directly and materially hinders/hampers the Contractor's ability to perform its obligations under the Contract, the Parties will be excused from performance of the respective obligations under the Contract until the existence/persistence of the Force Majeure Event.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control

of the Contractor and not involving the Contractor's fault or negligence or not reasonably foreseeable. Such events may include, but are not restricted to, acts of God, wars, acts of terrorism, fires, floods, epidemics, quarantine restrictions.

- c) If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligation under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If a Force Majeure event persists for more than three (03) months from the date of the notice under sub clause (c) above, the Contractor may apply to the Purchaser seeking termination of the Contract. If the Purchaser agrees, the Contract may be terminated.
- e) If a Force Majeure event persists for more than three (03) months from the date of the notice under sub clause (iii) above, Purchaser may at its own absolute discretion terminate the Contract.
- f) In the event of termination under clause (iv), the Contractor shall be entitled to receive such part of the Contract Price as pertains to the Goods which have been, as on the date of termination, implemented in accordance with the terms of the Contract. In case, at the time of termination, any action is pending on the part of the contractor regarding delivery and acceptance of the Goods or warranty and maintenance support or services as required under the contract which cannot be completed, the Purchaser shall be entitled to utilize the Performance Guarantee or demand additional sum for such Goods/Services to ensure continued provisioning thereof. This shall be without prejudice to any other rights and remedies which the Purchaser has under the Contract or under the relevant laws.

iv. **Arbitration:**

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Government of Khyber Pakhtunkhwa under the arbitration laws of Pakistan. The arbitration shall be held in Peshawar, Pakistan and the language shall be English or Urdu only. Subject to the above, the Courts in Pakistan alone only shall have jurisdiction in the matter.

2. **Tender Cost and Earnest Money:**

The Tenderers should bear all costs associated with the preparation and submission of their Tenders. The Purchaser will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the Tendering Process.

3. **Financial Proposal**

Details to be furnished

- i. All the Price items as asked in the Tender Documents should be filled in the Financial Proposal format as given in the Tender Documents. The prices quoted shall be in PAK RUPEES only. The Tender is liable for rejection if Financial Proposal contains conditional offers or partial offers.

- ii. The cost quoted by the Tenderer shall include cost and expenses on all counts viz. cost of the equipment, materials, tools/techniques/methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, cost of insurance, taxes, duties & outstation expenses etc.
- iii. The Financial Proposal shall include the total and unit cost of each item.
- iv. The Financial Proposal of the Tenderer shall also include the Price breakup of taxes/duties. All taxes/duties as applicable shall be responsibility of the Tenderer. If any exemption is obtained by the purchaser, the same shall be adjusted accordingly in the final price of successful Tenderer.
- v. The cost quoted by the Tenderer shall be kept firm and unchanged for a period specified in the Tender Documents from the date of opening of the Tenders. The Tenderer shall keep the price firm/unchanged during the period of Contract including the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for factor before submitting the Tenders.

4. Signing the Tenders:

- i. The Tenders shall be typed and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer legally to the Contract as mentioned above. All pages of the Tender Documents including the supporting documents shall be signed and stamped by the authorized person. ii. Any alterations, deletions or overwriting shall be treated valid only if they are attested by full signature by the authorized person.

5. Tenders Evaluation and Award of Contract:

- i. Suppression of facts and misleading information:

During the Tender evaluation, if any suppression or misrepresentation of information is brought to the notice of the Purchaser, the Purchaser shall have the right to reject the Tender and if it happens so after selection of the Tenderer, the Purchaser may terminate the Contract or award of the Contract or further processing of the Tender as the case may be and that will be without any compensation to the Tenderer and the Earnest Money (EM) shall be forfeited.

- ii. Tender should note that any facts or figures in the supporting documents submitted by the Tenderers for proving their eligibility is found suppressed or erased, the Purchaser shall have the right to seek the correct facts and figures or reject such Tenders.
- iii. It is up to the Tenderer's responsibility to prove the Tenderer's requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Purchaser failing which the Tender may be rejected.

6. Award of Contract:

- i. Contract may be awarded subsequent to approval of the Purchase Committee and finalization of the Tenderer who has quoted the Lowest Rate and fulfilled minimum required specification as mentioned in the tender document.
- ii. No dispute can be raised by any Tenderer whose Tender has been rejected and

no claims will be entertained or paid this account.

7. Purchaser, reserves the right to:

- i. Insist on quality/specification of Materials to be supplied.
- ii. Modify, reduce or increase the quantity as specified in the Tender document.
- iii. Change the quantities and /or list of areas of supply locations from time to time based upon the requirement of the purchaser.
- iv. The supply and commissioning of machinery and equipment be mutually agreed upon within the specified delivery time.
- v. If delivery of the goods/services is not as per delivery schedule, then the Purchaser reserves its right to procure the left over quantity at the risk and cost of the Tenderer and in that case no compensation shall lie against it.
- vi. In pursuance of the terms and conditions of contract agreement, the Purchaser reserves its right to withhold any amount for the deficiencies in the delivery and service of items to the end users.

8. Execution of Work:

i. Acceptance of the Tender:

The final acceptance of the Tender is entirely vested with the Purchaser which reserves the right to accept or reject any or all of the Tenders in full or in part. The Purchaser may also reject the Tenders for reasons such as changes in the scope of procurement, new technologies, court orders, accidents or calamities and other unforeseen circumstances. After acceptance of the Tenders by the Purchaser, the Tenderers shall have no right to withdraw their Tenders or claim higher price.

ii. Purchase Order:

After acceptance of the Tenders by the Purchaser, Purchase order will be issued only to the Successful Tenderer(s).

9. Execution of Agreement:

- i. The Successful Tenderer shall execute a Contract/Agreement on a stamp paper of an appropriate amount before issuance of supply/purchase order.
- ii. The Successful Tenderer shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the Purchaser.

10. Delivery Schedule:

The Supply and Commissioning of all the ordered items/goods shall commence immediately from the date of opening and the entire supply shall be completed within the time period mentioned in the Supply orders. In case of delay, the Tenderer will pay 5% per day of the quoted amount.

11. Termination of Contract:

- i. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Tenderer, terminate the contract in whole or part,
 - (a) if the Successful Tenderer fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by the Purchaser; or
 - (b) if the firm fails to deliver the goods and services as per its technical specifications offered in the Tender; or

- (c) if the Successful Tenderer fails to perform any of the obligation(s) under the contract; or
 - (d) If the Successful Tenderer, in the judgment of the Purchaser, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract
 - (e) If the Successful Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Tenderer If the Successful Tenderer found black listed.
- ii. In the event, the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those delivered and the Successful Tender shall be liable to the Government of Khyber Pakhtunkhwa for any additional costs for such similar goods. However, the Successful Tenderer shall continue the performance of the contract to the extent not terminated.

12. Support Services

The Successful Tenderer should provide comprehensive maintenance of the machinery and equipment free of cost during the Warranty/Guaranty/Extended Warranty period. The maintenance shall include replacement/repair of all parts.

13. Warranty/Guarantee

- i. The items supplied shall be under warranty/guarantee for a period of 12 months or the extended time as offered by the firm in its Tender from the date of delivery.
- ii. Irrespective of the warranty obligations, the Successful Tenderer is liable for replacing a faulty item due to any manufacturing defect within 07 days during the warranty/ guarantee period.
- iii. The Warranty/guarantee will cover all the materials and goods supplied by the Successful Tenderer under this contract irrespective of the fact whether these have been manufactured by the Successful Tenderer or not.

14. Payment Terms

- i. All payments will be made in Pakistani Rupee only.
- A) The Successful Tender shall have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts, etc. now or hereafter imposed in Pakistan/Khyber Pakhtunkhwa.

B) Earnest Money

S.No.	Particulars	Please furnish details
1	Name of the Bank	
2	CDR	
3	Date	

TECHNICAL SPECIFICATIONS

S.No.	Item Description	Specifications	Quantity
1	Digital Photocopier Machine (Along with all relevant accessories and Installation)	<ul style="list-style-type: none"> ➤ Type: A3 size, Multifunctional (Copy, Print & Scan) ➤ Speed: 30 Copies per minute or better ➤ Memory: 2 - 4 GB ➤ Paper input: 1200 sheets or higher ➤ Multiple Copies: 1-9999 copies ➤ Interface: USB, Network ➤ Wireless: Yes, Built-in WIFI, Mobile Print ➤ Toner: 30,000 copies or higher ➤ Drum: 135,000 copies or higher ➤ Trolley: Yes, Moveable Trolley ➤ Feeder: Duplex Document Feeder ➤ Warranty: 1 year with parts and service. 	1
2.	Split AC 1.5 Ton /DC Inverter	<ul style="list-style-type: none"> ➤ Auto Restart ➤ Timer ➤ Indoor Unit Cooling Operating Range (17-32 °C) ➤ Sleep Mode ➤ Removable/Washable Panel ➤ Anti-Rust Outdoor Casing ➤ Environment-Friendly Refrigerant ➤ Low Voltage Start ➤ Cooling Capacity (18000 BTU) 	1
3.	Split AC 1 Ton /DC Inverter	<ul style="list-style-type: none"> ➤ Auto Restart ➤ Timer ➤ Indoor Unit Cooling Operating Range (17-32 °C) ➤ Sleep Mode ➤ Removable/Washable Panel ➤ Anti-Rust Outdoor Casing ➤ Environment-Friendly Refrigerant ➤ Low Voltage Start ➤ Cooling Capacity (18000 BTU) 	1
4.	Electric Water Dispenser	<ul style="list-style-type: none"> ➤ High-efficiency compressor cooling ➤ Stainless steel water tank ➤ Indicator LEDs ➤ Double-Protection for Low water level ➤ Refrigerator Cabinet ➤ Low-Noise Design ➤ Anti-Bacterial material 	1
5	Electric Water Cooler	<ul style="list-style-type: none"> ➤ Cooling Capacity 45-60 Ltr/Hr ➤ Number of Taps: 2 ➤ Water Tank Material: Non-Magnetic 18-gauge stainless steel and leakage tested water tank ➤ Body Material: Non-Magnetic stainless steel ➤ Instant cooling with copper pipe evaporator ➤ Adjustable thermostat to keep tank freezing ➤ Rustproof of condenser made with steel pipe ➤ CFC free gas usage ➤ Energy Efficient 	1
6.	Microwave Oven	<ul style="list-style-type: none"> ➤ Capacity: 20 L ➤ Power: 700 W ➤ Power Level Settings: 5 ➤ Timer: 30 Minutes ➤ Controls: Mechanical Rotary Controls 	1

7.	Aqua water purification filter	<ul style="list-style-type: none"> ➤ 6 STAGE 200 GPD SEMI COMMERCIAL REVERSE OSMOSIS DRINKING WATER FILTER SYSTEM ➤ Commercial 6 Stage 200 GPD R.O. System ➤ 5 Micron PP sediment filter ➤ GAC charcoal filter ➤ CTO coconut shell carbon block filter ➤ 2 membranes x 100 GPD Membrane ➤ Inline carbon filter ➤ Mineralizer Filter 	1
8.	Sandwich Maker	<ul style="list-style-type: none"> ➤ 2 Slice sandwich ➤ Non-stick powder coating ➤ Power and ready light with 230V/900W ➤ Stainless steel 	1
9.	Coffee Maker	<ul style="list-style-type: none"> ➤ 220-240V ➤ 50/60 Hz ➤ 850 Watts ➤ 15 Bar High-Pressure Pump. ➤ 1.6 Liter Detachable Transparent Water Tank. ➤ Aluminum Alloy Filter Holder Attached with Dual-Stainless Filter. ➤ Detachable Frothing Nozzle And Drip Tray For Easy Cleaning. ➤ Durable Stainless Cup Mat For Coffee Cups Preheating.. 	1
10.	Air fry	<ul style="list-style-type: none"> ➤ 3L Capacity ➤ 1300W Power ➤ Detachable nonstick drawer ➤ Overheat protection ➤ Operation light indicator ➤ Non-slip feet 	1
11.	Electric Kettle	<ul style="list-style-type: none"> ➤ 1.7 ltr ➤ Auto Shut-off ➤ Auto Lid Opening 	1

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SECTION OFFICER (GENERAL)

SCIENCE TECHNOLOGY & INFORMATION TECHNOLOGY DEPARTMENT

GOVERNMENT OF KHYBEER PAKHTUNKHA