

TENDER DOCUMENT
FOR
SUPPLY OF 400 TABLETS ALONG WITH
ACCESSORIES



Last Date and time of Tender Submission	29th December 2017 (Friday) up to 12:00 pm
Tender Opening Technical	29th December 2017 (Friday) at 02:00 pm
Tender Opening Financial	04th January 2018 (Thursday) at 11:00 am
Venue	Directorate of Elementary & Secondary Education G.T Road Peshawar

Directorate of Elementary & Secondary Education
G.T Road Peshawar

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Invitation to Tender

The Director, Elementary & Secondary Education, invites tender for the supply of 400 Tablets along with accessories from the Original Equipment Manufacturers (OEM) or their Authorized Distributors/Dealers or firms having Principal Manufacturing License/ or Sale Authorization Certificate:

General Terms and Conditions for the bidder are as follow:

1. The detail bidding documents can be obtained from the office of the undersigned on payment of Rs. 500/- (non-refundable) from the Office of The **Deputy Director Establishment-II, Directorate of Elementary & Secondary Education.**
2. A firm applying for procurement must be registered with all relevant bodies as required under the law of Pakistan. Which include but not limited to:
 - FBR for Income Tax and Sales Tax
 - The firm must be present in Active Tax Payer List (ATL)
3. Firm applying should have sufficient financial, technical and human resources to complete the project within prescribed time limit on the finalization of contract;
4. Each bidding firm will provide an undertaking that;
 - The firm is not blacklisted or defaulter in any public sector procurement in the last 3 years.
 - The firm is not defaulter with any Scheduled Bank.
5. The bidders are required to submit the bids under **Single Stage Two Envelops** procedure.
6. **“Tender for the supply of Tablet PCs along with accessories”** must be mentioned on the sealed envelope(s) containing the bid.
7. Two percent (2%) earnest money of the bid cost must be accompanied with the tender document (attached with financial proposal sealed separately) in the shape of Call Deposit (CDR) from any scheduled bank in the name of The Director, Elementary & Secondary Education, G.T Road, Peshawar;
8. Bids should be valid up to a minimum period of **120 days**;
9. Rates quoted must include all kind of levies/ taxes and auxiliary charges (such as delivery charges at site or freight charges are also assumed to be included in the offered/ quoted price);
10. All Kind of taxes/duties applicable by Government shall be charged as per the directives of the Government issued from time to time;
11. Quotations/bids (both Technical and Financial) in two separate sealed envelopes must reach to the office of the undersigned by **1200 hours on Friday, December 29, 2017**, and will be opened on the same day **1400 hours** in the presence of supplier/bidder or their authorized representatives who wish to attend.
12. Each and every page of the Original Tender Document duly signed and stamped by the authorized person of the Bidding firm.
13. Bids/ quotations received after fixed date and time will not be accepted/ entertained.
14. Incomplete Tenders, defective Tenders, Tenders not conforming to the Tender documents shall be liable to rejection.
15. The procurement entity reserves the right to reject any or all quotations under KPPRA rules 2014 with valid reasons.
16. The tender notice is also available on the website of Khyber Pakhtunkhwa Elementary and Secondary Education Department <http://kpese.gov.pk/> and also on the KPPRA website <http://kppra.gov.pk/>.

The Bid evaluation criterion is included in the detail bid document. The procurement shall be made under Khyber Pakhtunkhwa Procurement of Goods, Works and Services Rules, 2014.

The interested Original Equipment Manufacturer (OEM) or their Authorized Distributors/Dealers/ Firms must submit their Tenders **within the closing date mentioned in the invitation to Bid (section 11 above)**.

Procuring Entity reserves the right to cancel the process at any stage and reject any or all the Tenders with assigning valid reason thereof and without being liable for any claim/compensation of any nature whatsoever. In case of any dispute, the decision of the Competent Authority shall be final and shall not be challenged.

Note: Errors / Omissions are subject to rectification.

The Director, Elementary & Secondary Education

Peshawar

Phone# 091-9225344

Email: rafiq_kk851@yahoo.com

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 Rules, 2014 as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the completion of the supply.

1 TENDER DATA SHEET

1	Tender Inviting Authority	Director, Elementary & Secondary Education.
2	Name of the Work	Supply of 400 Tablets loaded with already developed SQMI Application NOTE: SQMI App will be provided by the purchaser to the successful vendor/ Bidder who will be responsible for loading SQMI App in 400 tablets
3	Quantity	Total 400 tablets with accessories mentioned in the specifications Note: The Purchaser reserves the right to modify, reduce or increase the quantity.
4	a. Tender Documents available at the place b. Cost of Tender Documents	Deputy Director Establishment-II, Directorate of Elementary & Secondary Education, G.T. Road Peshawar Phone# 091-9225344 Rs. 500/- (non-refundable)
5	Methods of Procurement of Goods	The bidders are required to submit the bids under Single Stage Two Envelops procedure as per KPPRA rules. Each envelope shall contain separately the financial proposal and technical proposal.
6	Earnest Money (EM)	2% of the Tender price as CDR/Bank Draft Originally attached to financial proposal and undertaking attached to the technical proposal
7	Pre - Bid Conference	The Director, Elementary & Secondary Education Department at 12:00 PM on Monday, December 18th, 2017
8	Due Date, Time and Place of submission of Tender Documents	Tender Documents shall be received until Friday, December 29, 2017, up to 12:00 pm in the Office of The Director Elementary & Secondary Education, G.T. Road, Peshawar.
9	Date, Time and Place of Technical Tender opening	Friday, December 29th, 2017 at 02:00 pm in the Office of The Director, Elementary & Secondary Education, Peshawar.
10	Date, Time and Place of the opening of the Financial Proposals.	Thursday, January 04th, 2018, at 11:00 am in the Office of The Director, Elementary & Secondary Education, Peshawar.
11	Award criteria	The supply order shall be based on Section 2 (C)(i) of KPPRA Act 2012

2 MINIMUM ELIGIBILITY/QUALIFICATION CRITERIA

The Tenderer(s)/ Bidder should meet the following Eligibility/Qualification Criteria to participate in the Tender Process and must enclose documentary proof for fulfilling the Eligibility/ Qualification in the Technical Proposal:

S#	Minimum Eligibility/ Qualification Criteria	Proof to be submitted for fulfilling Eligibility/Qualification Criteria	Check List
			Yes (✓) No (X)
1.	Registration of the bidder with Income Tax Department	Certificate of Registration and in Active Tax-payer List	
2.	Registration of the bidder with Sales Tax Department/Provincial Revenue Authority	Certificate of Registration	
3.	Bidder should be Original Equipment Manufacturer (OEM) or their Authorized Distributor/Dealer/ Organization	Specific authorization (Certificate of Incorporation/ Registration of Authorized Distributor/Dealer / Principal Manufacture license)	
4.	The bidder must be in the manufacturing or sales or supply business of tablets for at least three (3) years.	Attested Company Profile should be submitted	
5.	Bidder should NOT be: a) blacklisted by any of the Provincial/Federal Government or organizations of the State/ Federal Government in Pakistan b) defaulter of any scheduled bank	a) Each bidding firm will provide an undertaking on stamp paper that the firm is not blacklisted or defaulter in any public sector procurement in the last 3 years b) Each bidder will provide undertaking that firm is not defaulter of any scheduled bank Note: Firm can submit one undertaking mentioning point "a" and "b" or separate undertaking for "a" and "b"	
6.	Fully compliance with the minimum specification in the Bid document	Minimum specifications mentioned in section 10 are fully met/ fall under the specification given by the Bidder (in case higher specification submitted)	
7.	At least one service center of quoted Brand should already exist in Pakistan	Complete address and contact details provided	
8.	The Bidder has submitted the sample tablet with the Bid	Sample tablet as per the specifications quoted in the Bid	

Special conditions:

1.	Specifications mentioned in section 8 are minimum requirements of the PC Tablets which MUST be met by the participating Bidders/ Firms. Participating Bidders/ Firms can submit tablets with higher specifications except for display specification, however, the decision will be based on the criteria mentioned in section 3, 4 and 5.
2.	In case any Bidder submits tablet with sim facility (<u>which is not required as per the specifications mentioned in section 10</u>) then tablet must be PTA registered (PTA type approval MUST be attached with the Bid).
3.	The successful bidder will be required to install: a) Government of Khyber Pakhtunkhwa logos on BIOS and printed on the tablet as well b) Install SQMI App provided by the purchaser in all the tablets
4.	The Bidders shall enclose catalogs/ leaflets/ literature and other technical data if any in respect of tablets offered.
5.	A certificate should be given by the bidders that they will be responsible for the free replacement of the Tablets if the same is found to be substandard and /or at variance with the specifications given in the Tender/ Bid. In case a similar Tablet offered is at variance with the specifications given in section 8 "Description of items and quantity", the bidder must clearly identify variations in their offers. Tablets offered of a specification superior to the one specified in the Bid document shall, however, be acceptable.
6.	The single item should be submitted by the participating Bidder. The bid will be deemed canceled in case of more than one item is mentioned in the Bid Proposal. No Alternate Bid is allowed.

3 Proposals Evaluation Criteria

Proposals will be evaluated on 70:30 ratio (70% marks for technical and 30% marks for financial proposals)

4 TECHNICAL EVALUATION CRITERIA (70%)

Sr. No.	Description	Criteria for Scoring	Score
1.	Weightage for additional feature	Additional features of the product (One mark for each additional feature). An additional feature is an improved feature in terms of quality, reliability, after-sales service, added specs or upgraded ability & the combination of whole-life cost etc. Additional features will be considered in the following areas: 1. RAM 2. Internal Storage 3. Processor 4. Battery (MAh) 5. Warranty (extended)	5
2.	Additional registration of the Bidder	Valid ISO 9001 Quality Management Certificate	5
3.	Similar projects of same nature (each project with minimum worth of 5 million) during last 5 years	3 Projects or above	15
		2 Projects	10
		1 Project	5
4.	Average Working Capital/ Average Net Worth of last three years (copies of documentary evidence to be attached)	+20m and above	15
		+10m to 20m	10
		5m to 10m	5
5	Income Tax (Average for the last three years, Income Tax Returns to be Annexed)	+3m and above	15
		+2m to 3m	10
		0.5m to 2m	5
6.	Service Centre(s) of quoted Brand (provide postal addresses and contact details; contact person name and numbers)	minimum 3 service centers in KP province	15
		minimum 2 service centers in KP province	10
		minimum 1 service center in KP province	5
7.	Market existence of Brand (Bidder will provide proof of brand existence in Pakistan)	Above 5 years in Pakistan	10
		3+ to 5 years in Pakistan	6
		minimum 3 years in Pakistan	3
8.	After Sales Support mechanism	Response and repair Time 3 days	10

	Bidder will provide undertaking for the response and repair work	Response and repair Time 4 to 5 days	6
		Response and repair Time 6- 10 days	3
9.	Delivery period	Within 15 days from the issue of Letter of Acceptance / or signing of agreement	10
		Within 16-20 days from the issue Letter of Acceptance / or signing of agreement	8
		Within 21-25 days from the issue of Letter of Acceptance / or signing of agreement	5
TOTAL MARKS: 100			
Qualifying Marks: Financial proposal will be opened of those firms who get 50 marks in technical proposals which is the qualifying marks.			
Weightage of technical proposal: Marks of the technical proposal will be converted into the value of 70%			

5 FINANCIAL EVALUATION CRITERIA (30%)

Only firms qualifying **technical evaluation** will be invited for the opening of financial proposals. Financial bids of the technically qualified firms will be opened before the representatives who wish to attend the tender opening on the date mentioned in the Bid Invitation. Any change in the date and venue will be intimated to the Bidders.

Procedure for Calculation of Financial bid

- Financial proposal will be opened of those firms who get qualifying marks in technical proposals.
- Proposals will be calculated at 70:30 ratio (70% marks for technical and 30% marks for financial proposals)

30% weight-age will be given to Financial Proposals of the Firms. The formula for financial scoring is that the lowest bidder gets 30 points and for the other bidders (Quoted bid of the bidder, Divided by lowest bid, multiplied by 30).

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B

Value quoted by third lowest bidder = C

Financial scoring of the lowest bidder will be = 30

Financial scoring of the second lowest bidder will be = $(A/B)*30$

Financial scoring of the third lowest bidder will be = $(A/C)*30$

Total Score and award of contract

The total score will be calculated as follows:

$(70\% \text{ of Technical Score} + 30\% \text{ of Financial Score}) = \text{Total Score}$

The contract will be awarded to the Firm with the maximum accumulative score (Technical Score + Financial Score).

6 INSTRUCTIONS TO THE TENDERERS

Language of the Tender

The Tender prepared by the Tenderer as well as all correspondence and documents relating to the Tender shall be in English only. The supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the Tender, the translation shall govern. Tenders received without such translation copy are liable to be rejected.

Tender Currency

Price/Cost of the Tender should be quoted in Pakistani Rupees only and Payment shall be made in Pakistani Rupees only.

Letter of Authorization

A letter of Authorization(s) from the Board of Directors or Managing Director of the Tenderer organization authorizing the Tender submitting authority or a Power of Attorney should be submitted in the Technical Proposal. **The Tenders received without the Letter of Authorization or Power of Attorney will be summarily rejected.**

Indemnity Clause

The contactor shall undertake to make up any loss to the Government due to:

- Renege of the Tenderer after acceptance of the contract
- Delays in delivery
- Defective supplies

Force Majeure

1. 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 their respective obligations under the Contract until the existence/persistence of the Force Majeure Event.
2. 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.
3. 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 obligations 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.

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.

7 TENDER PREPARATION AND SUBMISSION

Tenderers should examine all Instructions, Terms and Conditions and Technical Specifications as given in the Tender Documents. Failure to furnish information required in the Tender Documents or submission of Tenders not substantially responsive or viable in every respect will be at the Tenderer's risk and may result in rejection of the Tenders. Tenderers should strictly submit the Tender as specified in the Tender Documents, failing which the Tenders will be held as non-responsive and will be rejected.

The Tenders should be submitted in **single stage two envelopes** viz. **(1) Technical Proposal** and **(2) Financial Proposal**. The Technical Proposal and Financial Proposal shall be submitted in two separate sealed covers/ envelopes. The Tenders shall be addressed to **"The Director, Elementary & Secondary Education, Government of Khyber Pakhtunkhwa"**.

Technical Proposal (Envelope A)

- a. The Technical Proposal will enable the Purchaser to evaluate whether the Tenderer is technically competent and capable of executing the order. Only those Tenders which qualify in the Technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of Tenderers who failed in the Technical stage will not be opened.
- b. The Technical Proposal format as given in the Tender shall be filled, signed and stamped on all pages. The Purchaser will not be responsible for the errors committed in the Tenders by the Tenderers.
- c. **The Technical Proposal should strictly NOT contain any Price/Cost indications as such otherwise the Tenders will be summarily rejected.**
- d. The Tenders shall be typed and signed by the authorized person of the Tenderer. All pages of the Tender shall be signed and stamped by the authorized person.
- e. Any alterations, deletions or overwriting will be treated as valid only if they are attested by the full signature by the authorized person.
- f. The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. **The Technical Proposal cover** shall be superscribed with **"Technical Proposal for Supply of Tablets"**. **"FROM" address** and **"TO" address** shall be written without fail otherwise the Technical Proposal is liable for rejection. This envelope containing Technical Specifications shall be superscribed as **"Technical Proposal"**,
- g. The technical proposal shall include an affidavit stating that a bid security amounting to **2% of the total amount** without indicating the figure has been sealed in financial proposal.

Financial Proposal (Envelope-B)

- a. All the Priced items as asked in the Tender Documents should be filled in the Financial Proposal format as given in the Tender Documents.
- b. **The prices quoted shall be in PAK RUPEES only (both in figures and words).**
- c. **The Tender is liable for rejection if Financial Proposal contains conditional offers or partial offers.**
- d. The Financial Proposal of the Tenderer shall also include the price breakup of taxes/duties. All

taxes/duties as applicable shall be the responsibility of the Tenderer. If an exemption is obtained by the purchaser, the same shall be adjusted accordingly in the final price of successful Tenderer.

- e. The cost quoted by the Tenderer shall be valid and unchanged for a period of **120 calendar days** from the date of opening of the proposal.
- f. 2% Bid Security in the form of Call Deposit Receipt (CDR) of the total amount of the bid/tender should be kept sealed in the financial proposal.
- g. The Financial Proposal (**Envelope-B**), shall be containing separately sealed quotes. The Financial Proposal cover shall be sealed and super-scribed with **“Financial Proposal for Supply of Tablets”**. The **“FROM” address** and **“TO” address** shall be written without fail otherwise the Financial Proposal is liable for rejection.

Outer Cover

The Technical Proposal cover (**Envelope-A**) and Financial Proposal cover (**Envelope-B**) shall then be put in a single outer cover and sealed. The outer cover shall be super-scribed with **“Tender for Supply of Tablets”**. The **“FROM” address** and **“TO” address** shall be written without fail otherwise the Technical Proposal is liable for rejection.

- 1. Envelope-A: Technical Proposal (properly sealed)**
- 2. Envelope-B: Financial Proposal (properly sealed)**
- 3. Both the Envelopes A and B should be put in a single outer cover and properly sealed**

Note: Sample of the quoted item (with accessories) and full packing shall be presented at the time of Technical bid opening.

8 TENDER EVALUATION AND AWARD OF CONTRACT

Suppression of facts and misleading information

During the Tender evaluation, if any suppression or misrepresentation of information is brought into 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 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)/ Tender Security (TS), as the case may be, shall be forfeited.

Tenderers should note that any facts or figures in the supporting documents submitted by the Tenderers for proving their eligibility are found suppressed or erased, the Purchaser shall have the right to seek the correct facts and figures or reject such Tenders.

Rights of the purchaser

The Purchaser reserves the right to:

- a. Insist on quality/ specification of materials to be supplied.
- b. Modify, reduce or increase the quantity as specified in the Tender document.
- c. Withhold any amount of the deficiencies in the delivery and service of items to the end users.

9 EXECUTION OF WORK

Acceptance of the Tender

The final acceptance of the Tender is entirely vested with the Purchaser who 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.

Letter of Acceptance (LOA)

After acceptance of the Tenders by the Purchaser, a Letter of Acceptance (LOA) will be issued only to the Successful Tenderer.

Execution of Agreement

1. The Successful Tenderer/ Bidder shall execute a Contract on a stamp paper of the value of Rs.100 bought in favor of the Purchaser only in the name of the Tenderer.
2. 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 contract or any part thereof without the prior written consent of the Purchaser.

Delivery Schedule

The items/goods shall be delivered in the office of **The Director, Elementary & Secondary Education, Government of Khyber Pakhtunkhwa, G.T Road, Peshawar (091-9225344)** within the time frame mentioned in the technical proposal of the successful bidder from the date of supply order/ Letter of Acceptance, otherwise, penalty @ Rs.10,000/- per each additional day will be imposed on late supply. The firm with fewer delivery days will get more marks in evaluation (as specified in the evaluation criteria section).

Note: The firm **MUST** provide all the material mentioned in the description of the items (section 10 below) and **No partial supply will be accepted.**

10 DESCRIPTION OF ITEMS AND QUANTITIES

Below mentioned specifications are minimum requirements for the required PC Tablets which MUST be met by the participating Bidders/ Firms. Participating Bidders/ Firms can submit tablets with higher specifications however the decision will be based upon the evaluation criteria mentioned in section 4 above “Technical Evaluation Criteria” and 5 “Financial Evaluation Criteria” of the document.

Description	Quantity
<p><u>Tablet PCs</u></p> <ol style="list-style-type: none"> 1. Display: 7.0- 8 inch screen with minimum resolution of 800 x 1280 pixels, IPS LCD capacitive multi touch screen, 16M colors 2. RAM: 1.5 GB or higher 3. Internal Storage: 16 Gb or higher 4. Processor: Quad-core 1.3 GHZ or higher 5. Wi-fi enable 6. Memory Card Slot: micro SD, Support minimum 128 GB (Dedicated slot) or higher 7. Battery: Non-removable Li-Ion minimum 4000 mAh or higher 8. GPS: Yes, with A-GPS, GLONASS 9. Camera: Primary 5.0 MP resolution or above with autofocus & geotagging, secondary 2.0 MP or above resolution 10. WLAN: WiFi, Enabled, hotspot 11. Bluetooth: v4.0 12. USB: supports USB 2.0 or higher 13. OS: should be 5.1.1 (lolly pop) Android or Higher 14. Multimedia: MP3 audio, MP4 video and document viewer (PDF) <p><u>Tablet Accessories</u></p> <ol style="list-style-type: none"> 15. Accessories: Standard as prepacked 16. Tablet Cover: Folio folding Compact, Durable, designed to protect tablet PCs 17. Protector: Glass Screen protector 18. Earphone: Connector 3.5 mm Stereo 19. Warranty: One year 20. Accidental Coverage: One year 	400

Sample Formats

11 TECHNICAL PROPOSAL (Envelop-A)

11.1 Profile of the Tenderer

Sr.No.	Particulars	Tenderer
1.	Name of the Company	
2.	Year of incorporation	
3.	Registered office	
	Address	
	Office Telephone Number	
	Fax Number	
4.	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
5.	Local office if any	
	Address	
	Office Telephone Number	
	Fax Number	
6.	Tender Signing Authority	
	Name	
	Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Authorization or Power of Attorney to sign and submit the Tender	
7.	Registration Details	
	Valid NTN Registration Number	
	GST Registration Number	
	Service Tax Registration Number if any	
8.	Any other Registration with name	
9.	Bank Name, Address and Account Numbers	

Note: Sample of the quoted item (with accessories) and full packing shall be presented at the time of Technical bid opening.

Details about the Registration/Incorporation Certificate of Authorized Partnership / Dealership with the Principal Manufacturer license for sales/supply of the offered/quoted International brand of Server/PCs etc. (Annex Certificates)

11.2 Firm's/Organization Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out similar nature of projects

<i>Assignment name:</i>	<i>Approx. value of the contract (in current Pak Rs.):</i>
<i>Country:</i> <i>Location within country:</i>	<i>Duration of assignment (months):</i>
<i>Name of PE:</i>	<i>Total No of staff-months of the assignment:</i>
<i>Address:</i>	<i>Approx. value of the services provided by your firm under the contract (in Pak Rs.):</i>
<i>Start date (month/year): Completion date (month/year):</i>	<i>No of professional staff-months provided by associated Consultants:</i>
<i>Name of associated Consultants, if any:</i>	<i>Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</i>
<i>Narrative description of Project:</i>	
<i>Description of actual services provided by your staff within the assignment:</i>	

Note: Please fill out separate sheet for each of the similar project implemented

11.3 Furnish details for meeting the Eligibility Criteria*1. Details about Working Capital / Net Worth (Last Three Years)*

S#	Audited Years	Tenderer
1.	2015 – 2016	
2.	2014 – 2015	
3.	2013 – 2014	
	Please enclose audited Annual Reports including Balance sheets, Income statement and Profit and Loss accounts for the audited years	

2. Details about Income Tax (Last Three Years)

S#	Audited Years	Tenderer
1.	2015 – 2016	
2.	2014 – 2015	
3.	2013 – 2014	
	Please enclose audited Annual Reports, Income Tax returns/ certificate.	

3. Details about Net Income (Last Three Years)

S#	Audited Years	Tenderer
1.	2015 – 2016	
2.	2014 – 2015	
3.	2013 – 2014	
	Please enclose audited Annual Reports including Balance sheets, Income statement for the audited years	

4. Details about Annual Sales (Last Three Years)

S#	Audited Years	Tenderer
1.	2015 – 2016	
2.	2014 – 2015	
3.	2013 – 2014	
	Please enclose Annual Reports, Income Tax returns.	

5. Details about Computer Hardware Projects (Last Five Years)

S#	Audited Years	Tenderer
1	2016-2017	
2.	2015 – 2016	
3.	2014 – 2015	
4.	2013 – 2014	
	Please enclose Purchase orders, agreements, inspection reports, payment proof indicating the item and amount.	

6. *Details about HR Capacity/Requirement*

Sr. No.	Name	Designation	Department	Length of Service
1.				
2.				
3.				
4.				

Note: Please add a number of rows as per the staff categories. Please attach short profiles of key persons

7. *Details about the Non-Blacklisting:*

S#	Description	Tenderer
1.	Does the Tenderer has been blacklisted by any of the Federal and Provincial Government or organizations of the State/Central Government in Pakistan in the past three years?	Tenderer should submit the undertaking letter.
2.	The firm is not defaulter with any Scheduled Bank.	

8. *Details about the Non-Defaulters:*

S#	Description	Tenderer
1.	Does the Tenderer has been non-defaulter of any Federal and Provincial Government or organizations or any scheduled commercial bank in Pakistan in the past three years?	Tenderer should submit the undertaking letter.

9. *Details of Service Centres:*

S#	Province	District/ Citi	Name, address, Phone Number of Service Centres
1			
2			
3			
4			
5			

10. *Details about the Commitment from the Tenderer to meet the Supply within Delivery Schedule (PI provide an Undertaking)*

Signature of authorized person: _____

Name of authorized person: _____

Designation: _____

Name and Address: _____

Stamp of Tenderer:

11.4 Bid Security

The technical proposal shall include an affidavit stating that a bid security amounting to 2% of the total amount **without indicating the figure** is included in the financial proposal.

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

Note: Do not mention the amount here

Date: _____

Name: _____

Designation: _____

Signature: _____

Company Seal:

11.5 Certificate as to Authorized Signatories

I certify that I am _____ of the _____, having CNIC _____ and that Mr./Ms. _____ who signed the above Tender Documents and has been duly authorized to sign the same on behalf of our Company/Firm/Organization.

Note: Please get it signed by the Chairman/MD/CEO/Head of Board of Directors/ Owner/ Partner etc.

Date: _____

Name: _____

Designation: _____

Signature: _____

Company Seal:

12 FINANCIAL PROPOSAL: (Envelope-B)

All prices must be quoted in PAK RUPEE only. Financial Proposals should be substantially in the form of Cost Worksheets provided below:

DESCRIPTION	TABLETS
Brand along with Accessories	
Model	
Unit Price (Without Taxes)	
Total Price (Without Taxes)	
General Sales Tax (per unit)	
Income Tax (Per unit)	
Other Taxes/ Duties/ Charges (if any)	
TOTAL Unit PRICE (Including ALL Taxes, Duties, and Charges)	
Tablets Quantity	400
Total cost of 400 tablets	
TOTAL PRICE in Words: Rupees	

Signature of authorized person: _____

Name of authorized person: _____

Designation: _____

Name and Address: _____

Stamp of the Tenderer: _____

13 Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

14 INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____ Contract Value: [To be filled in at the time of signing of Contract] Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or another instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}

15 Bank Guarantee

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

16 Model Form of Contract

To be executed on a Rs.100 Stamp paper bought in the name of Director, Elementary & Secondary Education, Government of Khyber Pakhtunkhwa by the Successful Tenderer for the Supply of 400 Tablets to The Director, Elementary & Secondary Education, Peshawar.

CONTRACT AGREEMENT

THIS CONTRACT is entered into at Peshawar on _____ BETWEEN **The Director, Elementary & Secondary Education, Government of Khyber Pakhtunkhwa Peshawar**, AND M/s _____, having its registered office at _____ Pakistan.

Whereas **The Director, Elementary & Secondary Education, Government of Khyber Pakhtunkhwa Peshawar** invited a Contract Tendering vide Tendering Ref. No. _____ dated _____ (Letter for release of Advertisement Notice – Invitation to Tender) for the Supply of 400 Tablets to **The Director, Elementary & Secondary Education, Government of Khyber Pakhtunkhwa Peshawar**, as quoted in the Tender Documents and the Successful Tenderer was selected as supplier as per the following terms and conditions:

1. This Contract Document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force till the expiry of warranty/guarantee period. But in the event of any breach of the Contract at any time on the part of the Successful Tenderer, the contract shall be terminated by the Purchaser without compensation to the Successful Tenderer.

2. The Successful Tenderer agrees to the Supply of 400 Tablets to **The Director, Elementary & Secondary Education, Government of Khyber Pakhtunkhwa Peshawar** at the final offered (unit cost Rs. _____) total cost of Rs. _____ million (amount in words) to the Purchaser as per Implementation/Delivery Schedule. The Duties and Taxes or Fees as applicable at the time of supply within the Delivery / Acceptance Schedule specified in the Tender Documents will be paid by the Tenderer, However; Purchaser would not be liable or responsible for the increase in duties/taxes as above.

3. **Supply and Implementation**

- a. Supply and Implementation of the ordered items shall be as per provisions of the Contract Document and the Implementation/Delivery Schedule.
- b. The complete Supply of 400 Tablets to **The Director, Elementary & Secondary Education, Government of Khyber Pakhtunkhwa Peshawar**, shall be affected within delivery days specified in the tender document, starting from the issuance of Supply Order.

5. **Insurance**

The delivery of goods to the final destination is the responsibility of the Successful Tenderer only. The goods supplied under the contract shall be covered for comprehensive insurance by the Successful Tenderer till delivery and acceptance by the authority/authorities concerned.

6. **Acceptance**

The Purchaser will make necessary arrangements for verifying the supply of 400 Tablet along with

Accessories and acceptance. Suitable guidelines may be issued by the Purchaser.

7. The successful Tenderer will provide standard accidental warranty and support services (including Repair, after sale services etc.) for a period of minimum one year or more as offered by him in his technical specifications.

8. The Tablets to be supplied under this contract are to be of the quality and the description mentioned in the Tender.

9. The Tablets are to be delivered in the manner at places indicated by the Purchaser without any extra cost in such quantities or numbers contained in the Contract Agreement. Any amendments to the orders in terms of quantities or delivery period or delivery site etc. may be incorporated as required by the Purchaser.

10. If the supply of the ordered items to the final destination is not affected as specified in the Contract Agreement, the Purchaser shall have full authority to cancel the Order and to take any such action that will be deemed fit in the circumstances.

11. In case of failure by the Successful Tenderer to deliver Tablets demanded within the period specified for delivery and acceptance or in case of Tablets delivered not being of the stipulated quality and specifications, the Purchaser shall have the right to reject any such Tablets and to purchase from other sources to the extent of Tablets so rejected or not delivered, unless the Successful Tenderer shall itself forthwith supply that shall be sufficient and satisfactory. Any excess of cost so incurred by the Purchaser over the contract price together with all charges and expenses attending the purchase shall be recoverable by the Purchaser from the Successful Tenderer.

12. Penalty for delayed supply:

In the event of non-fulfillment of the delivery/implementation schedule, Liquidated Damages (LD) at the rate of Rs. 10,000/- per day delay will be levied. The amount of the Liquidated Damages will be automatically deducted from the Bills submitted by the Successful Tenderer. If the delivery is not completed after the lapse of agreed days/ delivery schedule from the issuance of the supply order, the Procuring Agency may make alternative arrangement and the cost incurred by the Procuring Agency for doing the same will be deducted from the Successful Tenderer.

13. Indemnity Clause

The Tenderer undertakes to make up any loss to the Government due to:

- a. Renege of the Tenderer after acceptance of the contract
- b. Delays in delivery
- c. Defective supplies

14. Payment Terms

- d. All payments will be made in Pakistani Rupee only.
- e. Payment will be made through cross Cheque upon final inspection and clearance of all the items.
- f. No advance payment will be made to the Tenderer.
- g. No payment for transportation will be made to Tenderer. It should be the responsibility of the successful Bidder/ Tenderer.

- h. The Successful Tenderer 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.

15. Tender Security

An amount equal to **10% (Tender Security)** valid for one year shall be retained by the purchaser in the form of bank guarantee as security for Contractor's due diligent, honest and timely performance of the Contract till the issuance of Warranty Completion Certificate by the Purchaser.

The purchaser shall have unconditional and unequivocal authority to utilize the Tender Security and any part thereof to compensate for any loss or damage or overpayment, if any etc., that the Purchaser may suffer due to the Contractor's default during the warranty/ Guarantee/ Extended Warranty period. The Tender Security will be released by the purchaser to the successful Tenderer, on an application, after Satisfactory Completion of the Warranty/ Guarantee/ Extended Warranty period and on the issuance of Warranty Completion Certificate by the Purchaser.

16. Force Majeure:

- a. Subject to subclause (c), 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 their 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.

17. Termination of Contract

17.1 Termination for default

- a. 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, (i) if the Successful Tenderer fails to deliver any or all of the Tablets 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 (ii) if the firm fails to deliver the goods and services as per its technical specifications offered in the Tender; or (iii) if the Successful Tenderer fails to perform any of the obligation(s) under the contract; or (iv) 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.

17.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Tenderer if the Successful Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Tenderer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

17.3 Termination for Convenience

The Purchaser may by written notice of 7 days period sent to the Successful Tenderer,

terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Tenderer is not entitled to any compensation whatsoever.

18. In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Government of Khyber Pakhtunkhwa in accordance with the Arbitration Laws of Pakistan. The arbitration shall be held in Peshawar and the language shall be English only.

19. Subject to the above, the Courts in Pakistan alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

<p>Signature:</p> <p>Name:</p> <p>On Behalf of Elementary & Secondary Education Department Khyber Pakhtunkhwa</p> <p>The Director,</p> <p>Elementary & Secondary Education, Government of Khyber Pakhtunkhwa Peshawar</p> <p>CNIC:</p>	<p>Signature:</p> <p>For and on behalf of Successful Bidder</p> <p>Name:</p> <p>Designation:</p> <p>CNIC:</p>
<p>Witnesses:</p> <p>1. Name:</p> <p>CNIC:</p> <p>Designation:</p> <p>Signature:</p> <p>2. Name:</p> <p>CNIC:</p> <p>Designation:</p> <p>Signature:</p>	<p>Witnesses:</p> <p>1. Name:</p> <p>CNIC:</p> <p>Designation:</p> <p>Signature:</p> <p>2. Name:</p> <p>CNIC:</p> <p>Designation:</p> <p>Signature:</p>