

***Strengthening of Planning Cell  
Elementary & Secondary Education Department  
Government of Khyber Pakhtunkhwa***



**Tender Document**

for

***Procurement of Laptops, Printers, Fax Machines, Heavy Duty  
Photostat Machines and Digital Cameras***

**2016-17**

<b>Last Date and time of Tender Submission</b>	<b>27/02/ 2017 up to 11:00 am</b>
<b>Tender Opening Technical</b>	<b>27/02/ 2017 at 02:00 pm</b>
<b>Tender Opening Financial</b>	Will be communicated to the technical eligible / qualified bidders
<b>Venue</b>	Committee Room of Elementary & Secondary Education Department, Civil Secretariat, Block-A, Opposite MPAs Hostel, Peshawar.

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## **Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa Invitation to Tender**

The Elementary & Secondary Education (E&SE) Department under its ADP Scheme "Strengthening of Planning Cell" invites tenders for the supply of Laptops, Printers, Fax Machines, Heavy Duty Photostat Machines and Digital Cameras from Authorized Distributors/Dealers of the Original Equipment Manufacturers (OEM) under Single Stage Two Envelope Procedure of Khyber Pakhtunkhwa Procurement of Goods, Works and Services Rules, 2014.

The bidder must:

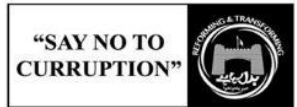
1. Be registered with FBR for Income Tax and Sales Tax.
2. Not blacklisted and Non-defaulter.
3. Have sufficient financial and technical resources to supply the items within the prescribed time limits.
4. Enclose Earnest Money (EM) amounting to 2% of the total cost of Tender in the form of CDR/Bank draft from any scheduled Commercial Bank.
5. Submit its' Tender (both Technical and Financial) in **two separate sealed envelopes** to Section Officer (General), Elementary & Secondary Education Department, Civil Secretariat, Block-A, Opposite MPAs Hostel, Peshawar.
6. The interested eligible bidders must submit their Tenders within 15 days of first publication of this Invitation to Tender (precise date and time for submission of Tenders and their opening shall be provided in the Tender Document).

The Tender Documents along with specifications and quantity of the items can be obtained from the office of Section Officer (General), Elementary & Secondary Education Department, Civil Secretariat, Block-A, Opposite MPAs Hostel, Peshawar and are also available on the E&SE Department website ([www.kpese.gov.pk](http://www.kpese.gov.pk)). The Tender evaluation criterion is included in the tender document.

Incomplete Tenders, defective Tenders, Tenders not conforming to the Tender documents shall be liable to rejection. Tenders received after due time and date shall be summarily rejected. Purchase Committee 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.

**Section Officer (General)**  
Elementary & Secondary Education Department,  
Civil Secretariat, Block-A, Opposite MPAs Hostel, Peshawar.  
Phone#: 091-9213861

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**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	Section Officer (General), Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa, Civil Secretariat, Block-A, Opposite MPAs Hostel, Peshawar.
2	Name of the Work	Supply of Laptops, Printers, Fax Machines, Heavy Duty Photostat Machines and Digital Cameras
3	a. Tender Documents available at the place  b. Cost of Tender Documents	a. Office of the Section Officer (General), Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa, Civil Secretariat, Block-A, Opposite MPAs Hostel, Peshawar.  b. Elementary & Secondary Education Department website ( <a href="http://www.kpese.gov.pk">www.kpese.gov.pk</a> )  No cost (Freely available)
4	Earnest Money (EM)	<b>2%</b> of the Tender price as CDR/Bank Draft
5	Due Date, Time and Place of submission of Tender Documents	Tender Documents shall be received <b>till 27/02/2017 up to 11:00 am</b> in the Office of the Section Officer (General), Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa, Civil Secretariat, Block-A, Opposite MPAs Hostel, Peshawar.
6	Date , Time and Place of Technical Tender opening	<b>27/02/2017 at 2:00 pm</b> in the Committee Room of Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa, Civil Secretariat, Block-A, Opposite MPAs Hostel, Peshawar.
7	Date, Time and Place of opening of the Financial Proposals.	Will be communicated to the technically eligible / qualified bidders later on.

## 2 MINIMUM ELIGIBILITY/QUALIFICATION CRITERIA

The Tenderer(s) 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
1.	Registration of the bidder with Income Tax Department	Certificate of Registration	Yes	No
2.	Registration of the Tenderer with Sales Tax Department	Certificate of Registration	Yes	No
3.	Tenderer should be Authorized Distributor/Dealer of the Original Equipment Manufacturer (OEM) of the quoted item(s)/brands	Certificate of Incorporation/ Registration of Authorized Distributor/Dealer should be submitted.	Yes	No
4.	The Tenderer must be in the relevant item(s) sales or supply business for the last one year.	Attested Company Profile should be submitted.	Yes	No
5.	Tenderer is not blacklisted by any of the Provincial/ Federal Government or organizations of the State/ Federal Government in Pakistan.	Necessary Undertaking on Stamp Paper should be furnished.	Yes	No
6.	Tenderer is non-defaulter of any of the Provincial/ Federal Government/ organizations or any commercial scheduled bank	Necessary Undertaking on Stamp Paper should be furnished.	Yes	No
7.	The quoted item(s)/brands must have existence in the Pakistan and are being used in the Federal/ Provincial Government.	Valid documentary evidence should be submitted.	Yes	No
8.	The description/specifications of the quoted items/brands are conforming to the minimum requirements as per Tender documents.	Valid documentary evidence like OEM brochures of the items be submitted	Yes	No

## 3 INSTRUCTIONS TO THE TENDERERS

### 3.1 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.

### 3.2 Tender Currency

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

### **3.3 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.**

### **3.4 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

### **3.5 Force Majeure**

1. In a Force Majeure situation which directly and materially hinders/hampers the Contractor's ability to perform its obligations, the Parties will be excused from performance of their respective obligations 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.

### **3.6 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.

## **4 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 Tenderers can submit proposals for one or more than item(s) having the requisite authorization and documents for the quoted item(s).**

The Tenders should be submitted in two parts viz. (1) Technical Proposal and (2) Financial Proposal. The Technical Proposal and Financial Proposal shall be submitted in two separate sealed covers. The Tenders shall be addressed to "The Section Officer (General), Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa, Civil Secretariat, Peshawar".

#### **4.1 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 are eligible and qualify in the Technical stage will be called 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 super scribed with "Technical Proposal for Supply of \_\_\_\_\_ (item(s) name)". "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 super scribed as "Technical Proposal", and shall also contain sealed envelope containing the Earnest Money (EM) .

#### **4.2 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.**
- 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 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.
- e. The cost quoted by the Tenderer shall be valid and unchanged for a period of 120 days from the date of opening of the Tenders.
- f. The Financial Proposal (**Envelope-B**), shall be containing separate sealed quotes for the individual item(s). The Financial Proposal cover shall be sealed and super-scribed with "Financial Proposal for Supply of \_\_\_\_\_ (item(s) name) . The "FROM" address and "TO" address shall be written without fail otherwise the Financial Proposal is liable for rejection.

#### **4.3 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 \_\_\_\_\_ (item(s) name)". The "FROM" address and "TO" address shall be written without fail otherwise the Technical Proposal is liable for rejection.



## **5 TENDER EVALUATION AND AWARD OF CONTRACT**

### **5.1 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/Order or award the Contract/Order 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 is found suppressed or erased, the Purchaser shall have the right to seek the correct facts and figures or reject such Tenders.

### **5.2 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 for the deficiencies in the delivery and service of items to the end users.

## **6 EXECUTION OF WORK**

### **6.1 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.

### **6.2 Supply Order and Execution of the Contract**

- a. After acceptance of the Tenders by the Purchaser, a Supply/ Purchase Order will be issued only to the Successful Tenderer(s).
- b. The Successful Tenderer shall not assign/sublet to any other person or persons or body corporate for the execution of the contract/order or any part thereof without the prior written consent of the Purchaser.

### **6.3 Delivery Schedule**

The items/goods shall be delivered to Section Officer (General), Elementary & Secondary Education Department, Civil Secretariat, Peshawar within 60 calendar days from the date of supply order, otherwise, penalty @ 0.2% of the balanced cost of remaining items per each additional day will be imposed on late supply.

**Note:** No partial supply will be accepted.

## 7 DESCRIPTION OF ITEMS AND QUANTITIES

S.No	Item	Quantity	Specifications
1	Laptop	08	6th Generation Intel® Core™ i7 Processor (4MB Cache,2.5GHz upto 3.10GHz), 15 inch HD LED Display (1366 x 768), 1TB 5400 rpm SATA Hard Drive, RAM: 8GB Dual Channel DDR3L 1600MHz (4GBx2), Graphics Card: 2GB DDR3, Optical Drive: DVD Drive. Licensed Windows 10 Pro Activated. One Year with parts Warranty
2	Color Printer	05	Resolution Black: Up to 600 x 600 dpi, Resolution Color: Up to 600 x 600 dp, print speed black: Up to 28 ppm, print speed color: Up to 28 ppm, Memory: 256 MB DRAM, Connectivity: USB 2.0; Gigabit Ethernet 10/100/1000T network; Wireless 802.11b/g/n One Year with parts Warranty
3	Fax Machine	02	Memory transmission (25 pages), 2-Line LCD for name & number display. Navigator key for easy operation, 50-station phonebook, Out-of-paper reception (28 pages), Delayed transmission, Automatic Document Feeder (10 Sheets), External telephone Jac One Year with parts Warranty
4	Heavy Duty Photostat Machine	02	Built in Automatic Duplex Unit RADF(Reversible Automatic Document Feeder) 300 GB or Hard Disk, Memory 4 GB or Higher, 30 PPM or Higher, Document size A4, A3, Legal, or Higher, Built in Network Printer, Built in Network Color Scanner, OS Support Windows 7/8/10, One Year with parts Warranty
5	Digital Camera	08	Display: 3 Inches, , 16.0 Megapixel, 1/2.3-inch CMOS, Optical Image Stabilization, HDR, DSLR, Optical Zoom: 65x, Digital Zoom: 4x, 1080p Full HD video at 60p, Built in GPS, Built-in Wi-Fi, Built-in Flash, Storage Media: SD/SDHC/SDXC and UHS-I Memory Cards, One Year with Parts Warranty

## 8 TECHNICAL PROPOSAL (Envelop-A)

### 8.1 Profile of the Tenderer

Sr.No.	Particulars	Tenderer
1.	Name of the Company	
2.	Year of incorporation	
3.	<b>Registered office</b>	
	Address	
	Office Telephone Number	
	Fax Number	
4.	<b>Contact Person</b>	
	Name	
	Personal Telephone Number	
	Email Address	

5.	<b>Tender Signing Authority</b>	
	Name	
	Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Authorization or Power of Attorney to sign and submit the Tender	
6.	<b>Registration Details</b>	
	Valid NTN Registration Number	
	GST Registration Number	
	Service Tax Registration Number if any	
7.	Any other Registration with name	
8.	Bank Name, Address and Account Numbers	
9.	<b>Quoted Item(s)</b>	
	Item(s) Name	
	Model Number(s) and Brand(s) of the Quoted Item(s)	
	Detail Specification(s) of the Quoted Item(s)	

## 8.2 Earnest Money

S#	Particulars	Please furnish details
1.	Name of the Bank	
2.	CDR	
3.	Date	

## 9 FINANCIAL PROPOSAL: (Envelope-B)

All prices must be quoted in PAK RUPEE only.

Quoted Item wise Financial Proposals should be substantially in the form of Cost Worksheets provided below:

DESCRIPTION	Name of Item
Brand	
Model	
Unit Price (Without Taxes)	
Total Price (Without Taxes)	
General Sales Tax	
Income Tax	
Other Taxes/ Duties/ Charges	
TOTAL Unit PRICE (Including ALL Taxes, Duties and Charges)	
Item Quantity	
Total supply cost	
TOTAL PRICE in Words: Rupees	

Note: Sample of the quoted item(s) (with accessories) if needed by the Purchaser any time during the Tendering Process should be ready.

Signature of authorized person: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Name and Address: \_\_\_\_\_

Stamp of the Tenderer: \_\_\_\_\_

**Appendix: 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:

Seal: