



TENDER DOCUMENT
OF
PROCUREMENT OF Lab Computers
FOR
WOMEN SUB-CAMPUS AT BATKHELA
UNIVERSITY OF MALAKAND
KHYBER PAKHTUNKHWA
BIDDING PROCEDURE
FY 2024-25

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University of Malakand
www.uom.edu.pk

Tender Notice

Sealed tenders/bids are invited from authorized dealers/Suppliers registered with Sales Tax, Income Tax and KPRA Departments for the following Tender on the basis of **Single Stage (Two Envelope Procedure)** in terms of Rule No. **14 2(b)** of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules 2014.

Tender No	Tender Name	Quantity	Closing Time and Date	Opening Time and Date
UOM/WSC/DDF(P)/2024/05	Lab Computers	As per tender documents	28-08-2024 till 12:00 Noon	The tender will be opened on the same date at 12:30 PM in the Committee Room, University of Malakand.

The tender Document can be downloaded from University Website (www.uom.edu.pk) or can be obtained from the office of the Deputy Director Finance (Projects) University of Malakand, from 08.30 am to 04.00 pm from Monday to Friday. The original deposit slip of **Rs. 2000 as Tender Fee** must be attached with Tender Documents, deposited in the University of Malakand General Account no “**1990-3066927027**” at the NBP University Campus Branch. The Bid Security, not less than 2% of the estimated price, in the form of CDR in favor of the Treasurer, University of Malakand is required to be submitted with the Financial Bid, without which the offer shall be rejected being non-responsive. The details of the amount of Bid Security is given in the Tender Document. Bids without supporting documents, undertaking, or valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable to rejection. No supporting document will be accepted, at all, after the opening of the Technical Bids. Bids received after the due time and date or bids without Bid Security in the shape of CDR or CDR less than the required amount or Bid Security in the shape of Cheque/Cross Cheque shall be rejected. The University reserves the right to increase/decrease the quantity and accept or reject any or all the tenders/quotations according to Rule 33.

SYED IHSAN UL HAQ
Deputy Director Finance (Projects)
University of Malakand Chakdara
Ph No. 0945-9250512

1. **INVITATION TO THE BID**

1.1. Bids/Tenders are invited, for the **Lab Computers**, from Sales Tax, Income Tax, and KPRA Registered firms.

2. **INSTRUCTIONS TO THE BIDDERS**

2.1. Procurement will be made under the Khyber Pakhtunkhwa Public Procurement of goods, Works, and Services Rules (KPPRA), 2014.

2.2. It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.

2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bid Documents at the time of opening of Technical Bids and no request for submission of missing documents will be entertained after opening of the Technical Bids.

2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date and bids without Bid Security in shape of CDR less than required amount or Bid Security in shape of Cheque or Cross Cheque shall be rejected.

2.5. **Mode of Advertisement:**

As per Rule 11(1) the advertisement is being placed on www.uom.edu.pk, two newspapers and on the website of KPPRA Pakistan (www.kppra.kpk.gov.pk)

2.6. **Type of Open Competitive Bidding**

As per Rule No. 14(2)b, Single stage two envelope procedure shall be followed with details given below:

2.6.1. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

2.6.2. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;

2.6.3. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;

The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of procuring agency without being opened;

2.6.4. The Purchaser shall evaluate the technical proposal under **KPPRA Rule # 14(vii)** and

in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. During the technical evaluation no amendments in the technical proposal shall be permitted;

2.6.5. The financial proposals of technically qualified bidders shall be opened publicly at a time, and venue announced and communicated to the bidders in advance;

2.6.6. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders .

2.7. BID DATA SHEET (Information for the Bidders)

1	Procuring Agency	University of Malakand, Chakdara Dir Lower
2	Tender Number	UoM/WSC/DDF(P)/2024/05
3	Name of Tender	Lab Computers
4	Tender Document available place	Office of the Deputy Director Finance (Projects), University of Malakand.
5	Cost of Tender Document	Rs.2000/- deposited in the University of Malakand General Account no “1990-3066927027” at NBP University Campus Branch
7	Bid Security	Amount mentioned in Clause No. 9 of the Tender Document in the shape of CDR i.e, Pay Order, etc, in favor of “Director Finance University of Malakand”
8	Performance Guarantee	10% of Contract Value after issuance of Letter of Acceptance
9	Tender Addressed to	Deputy Director Finance (Projects) University of Malakand.

6	Contact Number	Ph. 0945-920512
10	Due Date, Time, and place of submission of Tender Document	28-08-2024 till 12:00 Noon Office of The Deputy Director Finance (Projects), University of Malakand.
11	Date, Time, and Place of Technical Bid Opening	28-08-2024 till 12:00 Noon at the Committee Room the of University of Malakand.
12	Date, Time, and Place of the Financial Proposals	Shall be intimated subsequently to Technically Qualified firms

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

- 3.1. "Purchaser" means University of Malakand, Chakdara, Dir (Lower).
- 3.2. "UOM" means University of Malakand
- 3.3. "Bidder/Tenderer" means the Firm/Company/Supplier/Distributor that Is authorized to provide the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 3.4. "Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.5. "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
- 3.6. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 3.7. "Goods" means equipment, machinery, item and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.8. "Services" means installation, configuration, deployment, repair & maintenance commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.9. "KPPRA" means Public Procurement Regulatory Authority Khyber Pakhtunkhwa.

4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

- 4.1. has valid registration certificates for Income Tax, Sales Tax and KPRA (where applicable);
- 4.2. is an active Income Tax Payer;

- 4.3. is an authorized partner or dealer of the quoted brand;
- 4.4. has got the experience in supply of relevant items;
- 4.5. has got the Technical Staff;
- 4.6. conforms to the clause of “Responsiveness of Bid” given in this tender document;
- 4.7. has not been blacklisted.

5. **EXAMINATION OF THE TENDER DOCUMENT**

The bidder/Tenderer is expected to examine the Tender Document, including all terms and conditions.

6. **AMENDMENT OF THE TENDER DOCUMENT**

- 6.1. The Purchase Committee of University of Malakand, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 6.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
- 6.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

7. **BID CURRENCY**

Bidder should quote price in Pak Rupees only and payments shall also be made in Pakistan Rupees only.

8. **VALIDITY PERIOD OF THE BID**

- 8.1. Validity period of the bids shall be 90 days.
- 8.2. In exceptional circumstances, the Purchase Committee of University of Malakand may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

9. **BID SECURITY**

9.1. Bidder will submit Bid Security drawn in the name of Director Finance University of Malakand against each lot with details given below:

(The required amount of Bid Security, for each lot, does not exceed 5% of estimated cost of the lot)

S#	Item Name	Amount of Bid Security 2% of the Quoted Price (Rs)
1	<u>Lab Computers</u> (Mentioned in Annexure-F)	

9.2. The Bid Security will be in form of CDR in favor of the Director Finance, University of Malakand.

9.3. Cheque or Cross Cheque shall not be accepted at all.

9.4. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.

9.5. The Bid Security of successful Bidder(s) may be converted as part of the Performance Guarantee for successful execution of the work.

9.6. Subject to the award of contract, the Bid Security shall be returned to successful bidder against submission of Performance Guarantee

9.7. If the Bid Security is found less than the required amount, then the bid will be rejected irrespective of the rates and the stage of the bid process.

9.8. The Bid Security may be forfeited if a Bidder:

- a) Refuses to accept Letter of Acceptance of the Bid; or
- b) Fails to furnish Performance Security.

10. **BID PREPARATION AND SUBMISSION**

10.1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his/her Authorized Representative. In case of copies, photocopies may be attested.

10.2. The Bids/Tenders should be submitted in two parts (1) **Technical Proposal** and (2) **Financial Proposal**. The Technical Proposal and Financial Proposal shall be submitted in separate covers.

10.3. TECHNICAL PROPOSAL

The Technical Proposal will enable the Purchase Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meets the ones given in the Tender/Bid Documents. Only those bids which qualify in the technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of bidders who failed in the Technical stage will not be opened.

- 10.4.** The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Purchase Committee will not be responsible for the errors committed in the bids by the bidders.
- 10.5.** The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.
- 10.6.** The Bidder should quote only one brand/model/make of each item.

10.7. Detail and Order of Documents to be furnished with the Technical proposal (Envelope A):

The documents attached with the Technical Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order:

- 10.7.1.** Covering letter (*Annexure-A*) duly signed and stamped by authorized representative.
- 10.7.2.** Copy of Income Tax Registration Certificate.
- 10.7.3.** Copy of Sales Tax Registration Certificate.
- 10.7.4.** Copy of KPRA registration certificate
- 10.7.5.** Exemption Certificate (if applicable)
- 10.7.6.** Detailed specification of items.
- 10.7.7.** Authorization/dealership Certificate of quoted brand.
- 10.7.8.** At least five relevant Supply Orders received for similar nature since 2014
- 10.7.9.** Proof of sale of the company for the last three years
- 10.7.10** List of Staff of the Bidder.
Affidavit/Undertaking Covering Letter on Stamp Paper (*Annexure-D*).

FINANCIAL PROPOSAL

10.8. The Financial Proposal of the bidder shall include the price break up of taxes/duties.
All taxes/duties as applicable shall be responsibility of the bidders.

10.9. The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.

10.10. The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.

10.11. The Bid is liable for rejection if Financial Proposal contains conditional offer.

10.12. The Bidder must quote rates of all the items in a lot/package and quoting the partial items in a lot/package is not allowed. If the bidder does not quote for all items in a lot, its bid for that lot will not be accepted.

10.13. Details to be furnished with Financial proposal (Envelope B)

10.13.1. Financial Proposal Covering Letter (**Annexure E**).

10.13.2. Financial Proposal Form duly filled, signed and stamped by the Bidder (**Annexure F**).

10.13.3. Bid Security of amount (total amount of the relevant lot) mentioned in Clause No. 9 of the Tender

10.14. Sealing the Bid

10.14.1. The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. The Technical Proposal cover shall be marked as **“Technical Proposal for SUPPLY OF Office equipment”** – Bid Ref.: due on the “FROM” address and “TO” address shall be written without fail.

10.14.2. The Financial Proposal (**Envelope-B**) shall contain rates of item quoted by the bidder. The Financial Proposal cover shall be marked as **“Financial Proposal for SUPPLY OF Office equipment”** – Bid Ref.:

Due on: The “FROM” address and “TO” address shall be written without fail.

10.14.3. Out Cover: The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope B) shall then be put in a single outer envelope and sealed. The outer cover shall be marked as **“Bid for SUPPLY OF Office equipment”** –Bid Ref.: due on _____. The “FROM” address and “TO” address shall be written without fail.

10.15. Mode of Submission of Bids

10.15.1. The Bid should be addressed to “Deputy Director Finance (Projects), University of Malakand” and be submitted to the concerned official in the Office of the Deputy Director Finance (Projects).

10.15.2. The Bids received after Due Date and Time or unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

11. MODIFICATION/WITHDRAWAL OF THE TENDER

11.1. The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

11.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

12. BID OPENING

12.1. Technical Proposal Opening

The bid's outer cover and Technical Proposal cover will be opened by the Purchase Committee of University of Malakand on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened in the presence of the bidders who choose to be present. A maximum of two representatives for each bidder would be allowed to attend the Bid Opening.

12.2. Suppression of facts and misleading information

12.2.1. During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.

12.2.2. It is the Bidder's responsibility to prove the Bidder's requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Purchase Committee failing which the Bid may be rejected.

13. PRELIMINARY EXAMINATION

13.1. The Procuring Agency shall examine the bids to determine whether they are complete, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.

13.2. In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

14. DETERMINATION OF RESPONSIVENESS OF THE BID

- 14.1.** The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:
- 14.1.1.** meets the eligibility criteria for the Bidder / the Goods / the Services;
 - 14.1.2.** meets all the mandatory requirements of the evaluation criteria.;
 - 14.1.3.** meets the Technical Specifications for the Goods / Services;
 - 14.1.4.** meets the delivery period / point for the Goods /Services;
 - 14.1.5.** is accompanied by the required Bid Security;
 - 14.1.6.** is otherwise complete and generally in order;
 - 14.1.7.** conforms to all terms and conditions of the Tender Document, without material deviation or reservation which offers one Brand/Model/Make for each item (which does not contain any option)
- 14.2.** A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.
- 14.3.** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

15. TECHNICAL EVALUATION CRITERIA

- a. A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Only those financial proposals of the proposers will be considered for opening that scores 60% marks in Technical Documents Evaluation. Before opening of financial proposals, the qualified vendors will be called for Presentations Session, if required.
- b. The technical proposal which comprises of Technical Documents and Presentation shall be evaluated on the basis of its responsiveness to the Term of Reference (TOR)/ Scope of Work.
- c. In the Final Stage, the financial proposals of all the qualified bidders will be compared. The overall weight-age factor applied to Technical & Financial scoring will be as under:

Sr. No.		Criteria	Weightage
S. No	Technical and financial proposal		
1	Technical Documents		50 %
2	Financial Proposal		50 %
3	Total		100%

Mandatory Requirements	Documents Required	
Sales Tax Registration	Certificate of Registration	
KPRA Registration	Certificate of Registration	
Income Tax Registration	Certificate of Registration	
Conformance to the required specification of items given in Schedule of Requirement	Detailed Specifications with Brand and Model	
Tier 1 Partnership/Dealership of quoted brand	Authorization Certificate of quoted brand from the Manufacturer	
Company Firm is not black Listed	Affidavit /Bidder's Undertaking on stamp paper	
Evaluation Criteria/Technical Proposal	Points	
Number of Projects completed in last 5 years (15Marks) of similar nature (Project not less than Rs. 5.00 million)	2 Projects	05 Marks
	4 Projects	10 Marks
	5 Projects	15 Marks
Similar Project completed in any government or autonomous organization.	Rs.20-25 million	5Marks
	Rs.26-30 million	10Marks
	Rs.31 million and above	15Marks
Annual Sales in ICT related in the last three Years (20 marks)	Rs.30-40 million	7Marks
	Rs.41-50 million	15Marks
	Rs.51 million and above	20Marks
Authorized dealership certificate of the proposed hardware from the manufacturers		10 marks
HR Requirement (Technical) 10 marks	3-7 employees	5Marks
	8-11 employees	8Marks
	12-15 employees	10Marks
Post project after sales services satisfactory certificate		10 marks
Warranty/After Sales Service (30 marks)	1 Year	7 Marks
	2 Year	15 Marks
	3 Year	20 Marks
Total Marks: 100 Marks required for Qualification= 60 (60%) Weightage = 50 Marks		
<p>The bidder must provide Verifiable documentary proof against all the mandatory requirements and Evaluation Criteria along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal. The Purchase Committee may ask for physical Demonstration of any of the items given in the Tender Document for confirmation of the specifications.</p>		

16. **FINANCIAL PROPOSAL EVALUATION**

16.1. Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

16.2. Financial Proposal evaluation will be conducted under the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

16.3 Final Evaluation

The final evaluation will be based on the respective weightage assigned to Technical Criteria and Financial Criteria and the marks attained.

$$TTM = TDM * 0.5$$

$$TFM = 1st\ lowest * 50/Z \text{ (where } Z \text{ is the value of 1st lowest, 2nd lowest, 3rd lowest etc.)}$$

$$GTM = TTM + TFM$$

where:

TTM= Total Technical Marks

TDM = Technical Document Marks

TFM= Total Financial Marks

GTM= Grand Total Marks

17. REJECTION AND ACCEPTANCE OF THE TENDER/BID

17.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules 2014 without any change in unit prices or other terms and conditions, The Purchase Committee may reject all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.

17.2. The Tender / bid shall be rejected if:

17.2.1. It is substantially non-responsive; or

17.2.2. The bidder does not meet any of the mandatory criteria mentioned in Clause No. 15; or

17.2.3. It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 15; or

17.2.4. The bidder obtains less than 60% marks in the evaluation of the bids; or

17.2.5. The bid is incomplete, partial, conditional, alternative, late; or

- 17.2.6. the Authorization Certificate could not be verified; or
- 17.2.7. the bidder does not attach Bid Security in Shape of CDR; or
- 17.2.8. the bid security is not attached, or it is less than the required amount; or
- 17.2.9. the Bidder submits more than one Bids against one Tender; or
- 17.2.10. the Bidder tries to influence the Tender evaluation / Contract award; or
- 17.2.11. the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- 17.2.12. there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
- 17.2.13. The Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.
- 17.2.14. If the result/Performance of quoted equipment is poor or does not conform to the specifications given in the Tender Document.

18. CONTACTING THE PROCURING AGENCY

- 18.1. No Bidder shall contact the Purchase Committee of University of Malakand on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 18.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

19. ANNOUNCEMENT OF EVALUATION REPORT

The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract.

20. AWARD OF CONTRACT

- 20.1. The Tender will be awarded to the Lowest Evaluated Bidder (item wise) who has been declared Technically Qualified.

21. Letter of Acceptance (LOA)

After acceptance of the Bids by the Purchase Committee, Letter of Acceptance (LOA) will be issued only to the Successful Bidder(s).

22. PAYMENT OF PERFORMANCE GUARANTEE (PG)

- 22.1.** The Successful Bidder(s) will be required to remit the Performance Guarantee equivalent to **10% of the value of the contract price**. The PG should be paid by way of Cash Deposit Receipt (CDR) or Bank Guarantee drawn in favor of “Director Finance University of Malakand” as unconditional Guarantee.
- 22.2.** The PG should be submitted within **10 days** of receipt Letter of Acceptance and before signing the contract, to the Purchase Committee.
- 22.3.** The Performance Guarantee will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Bid Documents or if the Bidder(s) fails to sign the contract.

23. REFUND OF BID SECURITY (BS)

The Bid Security (BS) of the Successful Bidder may be adjusted towards Performance Guarantee payable by the firm. If the successful Bidder(s) submits Performance Guarantee for the stipulated value in full by way of Cash Deposit Receipt (CDR) and/or Bank Guarantee, the BS will be refunded. The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder. The Bid Security of the successful bidder shall be released upon his request provided the bidder submits the Performance Guarantee in the shape of CDR and/or Bank Guarantee.

24. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

- 24.1.** The Purchase Committee shall issue Supply Order or sign a Contract with the Successful bidder who has submitted the Performance Guarantee.
- 24.2.** The Successful Bidder will provide the stamp paper of Rs.200/- for issuance of Supply Order or Signing the Contract.

25. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

- 25.1.** Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.
- 25.2.** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 25.3.** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 25.4.** Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal to the Vice Chancellor. (Instead of “the relevant court of jurisdiction)

GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

26. DELIVERY OF ITEMS

26.1. Delivery Period will be counted from the date of issuance of Letter of Acceptance with details given below:

Item Name	Delivery Period (No. of Days)
Lab Computers	90 days

26.2. The Supplier will be responsible for **delivery and installation** of the items at following locations:

Lab Computers		
S#	Location	Quantity
1	Women Sub-Campus, Batkhela University of Malakand	As per Supply Order

26.3. Before delivery of items to the above locations, the Bidder must get the items inspected at University of Malakand.

26.4. The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost.

BIDDER'S SIGNATURE AND STAMP

27. LIQUIDATED DAMAGES

- 27.1.** When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.1% of the price of the delayed goods per day of delay, maximum up to 10% of the price of total value of the contract.
- 27.2.** The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill within the delivery period in order to avoid Late Delivery Charges.

28. INSPECTION AND TESTS

- 28.1.** The Technical Committee of University of Malakand shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.
- 28.2.** Inspection will be done at University of Malakand.
- 28.3.** Inspection Committee may verify the authenticity of items from Supplier.
- 28.4.** After the inspection or test if the Purchase Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to University of Malakand.

29. RELEASE OF PERFORMANCE GUARANTEE (PG)

The Performance Guarantee will be refunded to the Successful Bidder(s) **after one year of completion of delivery and installation of Goods/Warranty Period, which is also the Guarantee period of Supply.**

30. CONTRACT AMENDMENT

- 30.1.** The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.

30.2. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

31. TERMINATION FOR DEFAULT

The Purchase Committee of University of Malakand may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

- 31.1.** the bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- 31.2.** the successful bidder fails to deliver goods and services as per its technical specifications offered in the bid
- 31.3.** the successful bidder fails to perform any other obligation(s) under the Contract.
- 31.4.** the bidder, in the judgment of the Purchase Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

32. BLACKLISTING

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per mechanism provided in The Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

33. Force Majeure

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity,

wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions

and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

34. TERMINATION FOR INSOLVENCY

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

35. FORFEITURE OF PERFORMANCE SECURITY

35.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

35.2. Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited, and the company will not be allowed to participate in future tenders as well.

36. PAYMENT

36.1. 100% payment will be made by University of Malakand to the Successful Bidder after delivery and installation of goods and on receipt of the following documents:

- i. Bill
- ii. Delivery Challan
- iii. General Sales Tax Invoice
- iv. Inspection/Completion report

37. **Warranty**

- 37.1. Warranty for equipment will be at least three year.
- 37.2. The Supplier shall confirm that the goods supplied under this contract are new and unused. The Supplier shall further warrant that all goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omission of the supplier that may arise under the normal use of the supplied goods in the conditions prevailing in the University.
- 37.3. The Purchase Committee shall notify the supplier in writing of any claim arising under the warranty. Upon receipt of such notice, the supplier shall repair or replace the defective goods or parts within **ten working days**, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination and their installation.
- 37.4. During the warranty Period the Supplier will be responsible to provide service or replacement of part to keep all the equipment in working condition. For this purpose the supplier shall depot a technical person initially for a period of Three (03) months for onsite service delivery.

Annexure- A Technical Proposal Covering Letter

To

Secretary Purchase Committee (Projects)

University of Malakand,

Chakdara, Lower Dir

Dear Sir,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We have attached the **Technical Bid Form, Check List, Detailed Specifications** and the required **supporting documents** along with our Technical Bid.

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory Name of Firm Address

Annexure- B Check List

The bidder must attach this list along with the Bid

1.1. Packing of the Bid

S#	Description	YES/NO
1	Whether the Bid is submitted in Two Envelopes	
2	Technical Proposal	<i>Envelope A</i>
3	Financial Proposal	<i>Envelope B</i>
4	Whether both Technical and Financial Proposals are put into another Outer Envelope.	

1.2. SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

The Bidder must provide all the Supporting Documents, number all the pages of supporting documents, provide the page information and arrange the documents in the following order:

Envelope A: Enclosures of Technical Proposal		Attached YES/NO	Page#
1	Check List		
2	Covering Letter		
3	Technical Bid Form duly signed and Stamped by the Bidder		
4	Specifications of quoted items on the Letter Head of the bidder		
5	Copy of Income Tax Registration Certificate		
6	Copy of Sales Tax Registration Certificate		
7	Exemption Certificate (if applicable)		
8	Affidavit/Undertaking on the Stamp Paper		
9	Authorization Certificate of quoted brand		
10	Five Supply Orders for supply of relevant items received in the past		
11	Proof of Sales of the Company		
12	List of Staff		
13	The specified catalogues / brochures of items quoted by the bidder		
Note: All the above documents and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.			
Total Number of pages attached with the Technical Bid		_____ Pages	
14	Tender Document duly signed and stamped each page by the bidder must be attached at the end of the Technical Bid but numbering is not required for this document.		

Envelope B : Enclosures of Financial Proposal		Attached YES/No	Page #
1	Financial Proposal Covering Letter		
2	Price Schedule Form duly filled, signed and stamped by the bidder		
3	Bid Security in shape of CDR		

Annexure- C**BID FORM****Technical Bid Form**

S#	Particulars	Bidder's Response
A	Information about the Bidder	
	Name of the Company	
	Year of Incorporation/Registration	
	NTN Registration Number	
	GST Registration Number	
	KPRA Registration Number	
	No. of Branches in Pakistan	
	Location of Branches in Pakistan (Cities)	
	Address	
	Office Telephone Number	
	Email Address of the Company	
	Name of Contact Person	
	Mobile No. of Contact Person	
	Email Address of Contact Person	
B	No. of Staff Members	
C	Annual Sale of the Company (in million Rs)	Value in million (Rs)
	FY-2019-20	
	FY-2020-21	
	FY-2021-22	
D	Warranty of Equipment	
	Brand / Model of Equipment	

Annexure- D AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: **Tender No. UOM/Tender/2024/_05__** published on KPPRA on date _____

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding supply of Items, warranty and services as required and are prescribed in the Tender Document.
2. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Documents.
5. We undertake, if our Bid is accepted, to supply the items within the delivery period mentioned in the Tender Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We agree that the Purchase Committee of University of Malakand is not bound to accept the lowest or any of the bids received. We also agree that the Purchase Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under KPPRA, 2014.
8. We also declare that our Company/Organization is not blacklisted by any of the Departments/ Institutions/Autonomous Bodies of Federal or Provincial Governments in Pakistan.
9. We undertake to provide complete service and replacement of parts during the warranty period of the items within 10 working days or mutual consent.

[Name and Signatures of authorized Person along with stamp]

**Annexure- E Financial Proposal Covering Letter
(to be attached with Financial Proposal)**

To

Deputy Director Finance/
Secretary Purchase Committee (For Projects)
University of Malakand,
Chakdara, Lower Dir

Dear Sir,

With Reference to your Tender No. UOM/Tender/2024/01 for *(title of the Tender)*.

Please find attached our Financial Proposal for the sum of Rs. *(insert amount in words and figures)*_.

This amount is inclusive of all taxes.

We have attached the Bid Security of amount Rs. *(insert amount in words and figures)* having CNo.
along with our Financial Bid.

Yours sincerely,

Authorized Signature

Annexure- F Form-1 Technical Compliance Sheet/Specifications/Price Schedule
(To be filled by the Bidder as part of Technical Compliance)

S.No	Devices	Specifications	Qty	Unit Cost (Inclusive of all cost and taxes)	Total Cost
01	Desktop Computers <i>(Microform AIO stand)</i>	<ul style="list-style-type: none"> • Desktop Computers <i>(Microform AIO stand)</i> • Intel Core i5/i7- (13th Gen) or higher • 8-12 MB Cache • RAM 8GB, upgradable (DDR4 or above) • 512GB SSD • 19" or more FHD Display, built-in webcam, speakers built-in • Multiple USB, HDMI ports on back and comes with stand. • OS compatibility Windows & Linux • Integrated GbE • Windows 11 Pro 64 bit • 802.11ax Wi-Fi Card, Sound, Keyboard, Mouse • Built in UPS, minimum 35 Minute Backup (desirable) • 03 Years OEM Warranty 	90		

Annexure- G Contract Agreement Form

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[University of Malakand]* (hereinafter called “the University”) of the one part and *[name and address of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the University invited Tenders for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Rs. *[Contract Price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THEREFORE the parties hereby agree as follow:

- 1- The following documents attached shall be deemed to form and integral part of this Contract:
 - i- Tender/Bid Document
 - ii- Letter of Acceptance
 - iii- Performance Guarantee equal to 10% of Contract Price in shape of CDR or Bank Guarantee.
- 2- The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.
- 3- The mutual rights and obligations of the University and the Supplier will be preserved in light of the Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year written above.

For University of Malakand:

Signature

Print Name Title

For the Supplier:

Annexure- H

Bank Guarantee Format for Performance Security

[This is the format for the Performance Security to be issued by a scheduled bank of Pakistan]

Contract No: Date:

To:

[Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Rs. *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the bank]

Signature

Seal