



**Office of the
Chairman Procurement Committee
Computerization of Land Record in 18 Districts of Khyber
Pakhtunkhwa (Phase-I; 7 Districts)
Board of Revenue
Phone # 091-9216441, Fax: 091-9213989
Email: computerization.phase2@gmail.com**

Standard Bidding Document

For

**Procurement of Equipment for the
Computerization of Land Record in 18 Districts of Khyber
Pakhtunkhwa (Phase-I; 7 Districts)**

TENDER NOTICE

Sealed Tenders are invited from authorized dealers / sale tax registered Firms for Purchase of the following IT Equipment for the Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa.(Phase-I; 7 Districts)

S. No.	Name of Items	Quantity	LOT
1.	Server with Server OS and SQL Server	22	LOT-1
2.	Desktop Computer with OS and Antivirus	28	
3.	27 U Rack for Server	13	
4.	Laser Printer (light duty)	20	LOT-2
5.	Laser Printer (Heavy Duty)	13	
6.	Legal Size Paper Scanner	36	
7.	Photocopier Machine	6	
8.	Digital Camera (With Stand, Accessories etc)	36	LOT-3
9.	Biometric Scanner	36	LOT-4
10.	Air Conditioner	30	LOT-5

TERMS AND CONDITIONS

1. The sealed tenders including all Government Taxes should reach this office on 23/04/2019 upto 11:00 AM which will be opened on the same date at 12.00 PM in the presence of the representative of the firms who submitted quotations. Bids will be evaluated under **Single Stage, two Envelope Procedure (Rule 6 (2) (b)) of KPPRA rules 2014.**
2. The Government taxes will be recovered from the Bidder / Supplier from their invoices / Bills at source at the time of Payments whose bids / proposals are accepted.
3. The Bidder / firm shall apply for each LOT separately, in a separate envelop clearly showing the LOT Number applied for.
4. The bidder shall submit 2% of bid Security / earnest money at the time of submission of bid proposal.
5. The successful bidder/firm shall be responsible for free of cost repair or replacement of all Equipment during warranty period.
6. The Specifications and the detailed bidding documents can be downloaded from www.kppra.gov.pk or revenue.kp.gov.pk or can also be obtained from the Office of the Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts), PMU, 21-B-II, Abdara Road, University town Peshawar, on presenting / submitting deposit voucher of Rs. 1000/- as tendering fee (non-refundable) under head C03870 others C Non Tax Revenue of the State Bank of Pakistan / National Bank of Pakistan, on any working day during office hours.

**Office of the
Chairman Procurement Committee
Computerization of Land Record in 18 Districts of
Khyber Pakhtunkhwa (Phase-I; 7 Districts)
Board of Revenue
PMU, 21-B-II, Abdara Road, University Town,
Peshawar
Phone # 091-9216441, Fax: 091-9213989
Email: computerization.phase2@gmail.com**

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1: GENERAL CONDITIONS FOR BIDDING

1.1: Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Document/s may contact the Chairman Procurement committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa, (Phase-I; 7 Districts), Board of Revenue, Peshawar by email (computerization.phase2@gmail.com), fax (091-9216441) or registered post at the address given below:

Chairman Procurement Committee
Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa, (Phase-I; 7 Districts),
Board of Revenue, PMU, 21-B-II, Abdara Road, University town, Peshawar

1.2: Amendment of Bidding Documents

- (a) At any time prior to the deadline for submission of bids, the Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa. (Phase-I; 7 Districts), Board of Revenue, Peshawar / competent authority may, for any reason, modify the Bidding Document by issuing an addendum / corrigendum.
- (b) Any addendum/corrigendum thus issued shall be the part of the Bidding Document and shall be made available online on the official websites of KPPRA.
- (c) The Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa, (Phase-I; 7 Districts), Board of Revenue, Peshawar may at its discretion extend the deadline for the submission of bids.

1.3: Eligible Bidders

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- a. has a registered/incorporated company/firm in Pakistan with relevant business experience of five (5) years;
- b. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- c. has valid Registration of General Sales Tax (GST), National Tax Number (NTN) and Vendor Number;
- d. has submitted bid for complete equipment under the LOT and relevant bid security; must be involved in manufacturing or sales or supply business as required to be supplied under this Tender for at last five (5) years;
- e. has authorization of the principal / manufacturer, where required;
- f. has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- g. has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- h. Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- i. Goods and Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.
- j. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- k. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

1.4: Documents Comprising the Bid

The bid shall comprise of the following documents:

- (a) The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- (b) Certification of compliance with the technical specifications.
- (c) Certificate that the Earnest Money/Bid Security is provided in the sealed envelope of financial bid
- (d) Certificate regarding the Proof of the Experience claimed.
- (e) Income Tax Clearance Certificate
- (f) The supplier financial capacity to mobilize and sustain the supply of Hardware/Equipment and Services is imperative. In the Proposal, the bidder is required to provide information on its financial status. This requirement can be met by the submission of one of the following: (1) financial statements for the last three years, supported by audit letters. (2) Certified financial statements for the last three years, supported by tax returns duly signed and stamped by the authorized representative.
- (g) The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- (h) Technical Proposal shall be submitted, without quoting the price.
 - Technical Proposal Form (Annexure-B) and shall contain following.
 - 1. Undertaking on legal valid and attested stamp paper of Rs.100 duly attested by the oath commissioner / Notary Public (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (Annexure-G&H)
 - 2. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
 - 3. Covering letter duly signed and stamped by authorized representative. (Annexure-E)
 - 4. Evidence of conformity of the Goods / the Services to the Tender Document
 - 5. Submission of Undertaking on legal valid and attested stamp paper of Rs.100 duly attested by the oath commissioner / Notary Public and Evidence that the quoted Goods are genuine, brand new, non- refurbished, un- altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials
 - 6. Technical Brochures / Literature
 - 7. Details of Warranty and After-Sale Service
 - 8. List of firm's major international and national clientele
 - 9. Submission of undertaking on legal valid and attested stamp paper of Rs.100 duly attested by the oath commissioner / Notary Public that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan and is not involved in any litigation case against the firm / company.
 - 10. Valid Registration Certificate for Income Tax & Sales Tax and Vendor Number

11. Power of Attorney, if an authorized representative is appointed (Annexure-F)
- (i) The Financial Proposal shall comprise the following:
1. Financial Proposal Form (Annexure-C)
 2. Price Schedule (Annexure-D)
 3. Bid Security (Earnest Money), as per provisions of the clause Bid Security of this document
- (j) Any other document mentioned in the evaluation criteria.

1.5: Sufficiency of bid

Each Bidder shall satisfy himself before Bidding as to the correctness of his bid and of the prices entered for the proper execution of the bid.

1.6: Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Chairman Procurement Committee of Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa, (Phase-I; 7 Districts) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.7: Earnest Money / Bid Security

- a) Each Bidder shall furnish the required Earnest Money / Bid Security as part of the financial bid envelop in the form of Call Deposit Receipt, in favour of the Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts), PMU, Board of Revenue, Peshawar. The Earnest Money / Bid Security shall be valid for a period as specified in the Bidding Data sheet.
- b) Any bid not accompanied by Earnest Money / Bid Security shall be rejected by the Procurement Committee treating it as non-responsive.
- c) The Tenderer shall furnish the Tender security for a sum of 2% of the Total Tender Price.
- d) The Earnest Money / Bid Security of an unsuccessful Bidder will be returned to him after the award of the contract to any successful bidder.
- e) LOT wise Bid Security (i.e separate for each bid, if the bidder is participating for more than one LOT(s)) would be submitted by the bidder).
- f) The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he withdraws his bid during the period of bid validity or does not accept the correction of his bid Price in pursuance of section 3 (3.15).

1.8: The Goods

- (a) The Goods delivered should be new and in no case used or refurbished.
- (b) The Goods should be arranged through legal channels and all duties/taxes (if any) levied by the Government should be paid by the Bidder.
- (c) If the concerned officers of the procurement committee reject any Good during its opening/installation due to any justifiable reason, then the successful Bidder will be bound to replace it within the delivery period.

1.9: Dispute Resolution

The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

1.10: Rejection of Bids

Bid may be rejected if:

- a) Eligibility criteria is not met as per section 1.3 or is rejected as per evaluation Criteria.
- b) Bid is submitted without the required Earnest Money/Bid Security.
- c) Bid is received after the specified date and time as per the Bidding Data Form.
- d) Specifications and other requirements are not properly adhered to or manufacturer's brochure shows specifications different from those given in the tender.
- e) If the Bidder has no Sales Tax Registration, NTN and Vendor Number.
- f) Any other major discrepancy found in the proposal.

2:

SUBMISSION OF BID

(Instructions to Bidders)

- 2.1 The Bidder is expected to follow all instructions and specifications in the bidding document.
- 2.2 Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document will be at the Bidder's risk and may result in the rejection of the bid.
- 2.3 Bids will be evaluated LOT-wise.
- 2.4 Separate proposal shall be submitted against each LOT.
- 2.5 The bidder shall quote price against each item in a LOT. Bidders who do not quote price against all the items in a LOT shall be disqualified.
- 2.6 The bid shall remain valid for the period stipulated in the Bidding Data Sheet.
- 2.7 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder.
- 2.8 Business Stamp shall be affixed on every page of the bid or shall be initialed by the person submitting the bid.
- 2.9 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.10 The bid shall be delivered in person or sent by registered mail at the address given in the Bidding Data Sheet not later than the time and date stipulated therein.
- 2.11 The bid should be addressed to the Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts), BOR, PMU, 21-B-II, Abdara Road, University Town, Peshawar. The name and address of the Bidder should also be available on the inner and outer envelopes to enable the bid to be returned unopened in case it is declared "Late".
- 2.12 A bid submitted through fax or e-mail shall not be considered.
- 2.13 Any bid received after the deadline will be returned unopened to the Bidder.
- 2.14 The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the office of the Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts), PMU, BOR prior to the deadline prescribed for submission of bids.
- 2.15 No bid shall be modified after the deadline for submission of bids.
- 2.16 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the bid security.
- 2.17 The prices shall be fixed and must be inclusive of all relevant taxes. If a tax is not mentioned, then the offered price will be considered as inclusive of all prevailing / applicable taxes.
- 2.18 If these instructions to Bidders are not fully complied by the bidder, the bid shall be rejected.
- 2.19 Bids will be opened in the presence of bidders / Suppliers or their Representative at

- office of Chairman Procurement Committee, Project of Land Records Computerization, PMU, Board of Revenue on closing date at time as mentioned in the Tender Notice and Bid Data Sheet.
- 2.20 The Chairman Procurement Committee / Competent Authority reserve right to modify the Bidding Documents at any time prior to the deadline for submission of bids by issuing an addendum. Any addendum issued by Competent Authority shall be part of the Bidding Documents and will be available online on the official website of KPPRA. Price and sales tax must be quoted in Pakistani Rupees.
- 2.21 All applicable taxes shall be deducted as per Pakistani Laws of the Land.
- 2.22 All items shall be supplied as per supply order/contract.
- 2.23 The successful bidders will execute an agreement with the Chairman Procurement Committee / Competent Authority on a stamp paper of Rs.500/- duly attested by Oath Commissioners / Notary Public to the effect that the Firm will supply the required items with in the stipulated time without cost escalation.
- 2.24 The Chairman Procurement Committee / Competent Authority has the right to cancel the contract partially or entirely, during the current financial year, if the supply is found substandard, short in quantity or in case of failure to supply the same in time and as a consequence the performance guarantee will be forfeited and such firm will be declared black listed. An attested affidavit shall also be submitted to the effect that firm should not have been involved in litigation in such like matters, and if found so, shall be recommended for black listed.
- 2.25 Submission of any false statement or concealment of material facts shall render the bidder disqualified.
- 2.26 KPPRA rules and regulations will be followed during all the process of tender/bid.
- 2.27 The office of the Chairman Procurement Committee, Project of Land Records Computerization, PMU, Board of Revenue / Competent Authority reserves the right to accept or reject any or all the bids/proposals with proper reason(s) as per KPPRA rules and bidder/Supplier will not claim for any compensation of any nature whatsoever.
- 2.28 The sealed bid/proposal complete in all respect should reach the Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa. (Phase-I; 7 Districts), PMU, Board of Revenue / Competent Authority on or before the Date and Time mentioned in the Tender Notice and Bid Data Sheet. The bid will be opened on the same day at time mentioned in the Tender Documents and Bid Data Sheet in the presence of bidders or their authorized representatives.
- 2.29 The successful Supplier/bidder will provide warranty as specified in the specifications for

the replacement or repair of the procured goods falling in the warranty period.

- 2.30 Payments will be made to the contractor/bidder on completion of supply within the stipulated period, amicably agreed upon by the parties, in the contract agreement, after submission of physical verification / inspection report by the procurement committee and approved by the Competent Authority.

3. BID OPENING, CLARIFICATION AND EVALUATION/BIDDING PROCEDURE

- 3.1 The bids will be opened in the presence of the Bidders or their representatives who chose to attend at the time, date and location stipulated in the Bidding Data Sheet and Tender Notice.
- 3.2 Bidders or representatives of the Bidders who chose to attend shall sign the attendance sheet.
- 3.3 The Bidder's name, bid prices, the presence or absence of the Bid Security, and such other details as the Chairman of the Procurement Committee at its discretion may consider appropriate, will be announced at the time of bid opening.
- 3.4 A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document.
- 3.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity for present procurement.
- 3.6 The Procurement Committee of the Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts) will evaluate and compare the bids which have been determined to be substantially responsive.
- 3.7 The Chairman of the Procurement Committee shall announce the result of the bid evaluation at least ten (10) days prior to the award of contract.
- 3.8 The Chairman Procurement Committee may waive off any minor informality or nonconformity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 3.9 The Procurement Committee, will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 3.10 In exceptional circumstances, the Chairman Procurement Committee may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request to extend the validity of bid will not be required nor permitted to modify the bid and in such case his bid security shall not be forfeited.
- 3.11 Proposals will be opened on the tender opening date as specified in the Bidding Data Sheet.
- 3.12 Bids will be opened at the time and date as mentioned in the Bidding Data Sheet and Tender Notice.
- 3.13 To assist in the examination, evaluation and comparison of bids, the Chairman Procurement Committee Land Records Computerization may, at its discretion, ask the Bidder for a clarification of its bid (in case of any ambiguity / error). The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

- 3.14 The bids will be evaluated as per specifications laid down for each Goods / Services proposed for purchase. The bids which do not conform to the prescribed specifications and terms and conditions of tender, will not be accepted. Goods must be of good quality.
- 3.15 If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures, the amount in words shall prevail. If the Bidder does not accept the corrected bid price, his bid will be rejected and his Bid Security shall be forfeited.
- 3.16 In case of the same rate being offered by two or more Bidders, the deciding factor will be longer period of warranty.
- 3.17 The cost of bid should be inclusive of supply and warranty of the Goods. No separate cost shall be entertained for such work.
- 3.18 The bidder should quote one price for each item. Two or more prices for one item will be treated as non-responsive so far as it relates to that quoted item.
- 3.19 The price quoted shall be Delivered Duty Paid (inclusive of all applicable taxes & transportation charges, if any) price only
- 3.20 The bidders cannot bid for partial quantities of an item
- 3.21 The bidders may bid for any or all LOTS as specified in the Schedule of Requirement Form
- 3.22 Any bid found as conditional or in any manner whatsoever ambiguous will be treated as non-responsive and will be rejected.

3.23 The Bidding Procedure

The bidding procedure is governed by Rule 06 Para (2) (b) KPPRA Rules, 2014. Bidders are advised also to refer to the Bid Data Sheet (BDS) to confirm the Bidding procedure applicable in the present bidding process.

The bidding procedure prescribed in the Bid Data Sheet is explained below:

Single Stage, Two Envelope Procedure (Rule (6)(2)(b) KPPRA 2014)

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal;
- ii) the envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- iv) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;
- v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- viii) 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 bids only. The financial proposal of bids found technically non- responsive shall be returned un-opened to the respective Bidders; and
- ix) The bid found to be the best evaluated out of 60% Technical marks and 40% financial marks combined shall be accepted

Technical Evaluation Criteria

Passing Marks: A technically eligible bidder, based on conditions listed in this document, not meeting the 60% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 60% of the marks will be accepted in technical proposal, and their financial bids will be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

A. Mandatory Requirement:

S.No.	Requirement	Response (Yes/No)	Documentary Proof/ Page No.
1	Brief Company Profile	Yes/No	Company Profile
2	Active Income Taxpayer Status	Yes/No	Registration Certificates
3	Active Sales Taxpayer Status	Yes/No	Registration Certificates
4	Undertaking on legal valid and attested stamp paper of Rs: 100 duly attested by Oath Commissioner / Notary Public that the firm is not blacklisted by any of Provincial or Federal Government Departments, Agencies, Organizations or autonomous bodies or Private Sector Organizations anywhere in Pakistan and is not involved in any litigation case against the firm / Company.	Yes/No	Undertakings
5	A Certificate must be attached showing that the equipment/supplies quoted by the firm are imported through legal channel/(s) and no grey channel/smuggled product is quoted.	Yes/No	Undertakings
6	A Certificate on the Official Letterhead that the quoted products Hundred Percent (100%) comply to the technical specifications of hardware (all items) to be procured mentioned vide Annexure-A of this document	Yes/No	Undertakings
7	Manufacturer Authorization Letter as issued in the Name of Procuring Entity for participating in this tender for LOT-1 and LOT-2	Yes/No	Authorization Certificates
8	For LOT-1 and LOT-2 products Authorized Tier 1 Partner of quoted hardware. For LOT-3, LOT-4 and LOT-5 products Authorized distributors of the Principal/OEM	Yes/No	Documentary Proof
9	Technical expertise available (complete list of technical manpower to be provided indicating position, qualification and experience)	Yes/No	Technical Employees CVs
10	Undertaking that the bidder has completely read the bid document and is agreed to fully comply with its terms and conditions and the Execution Schedule and Delivery Period mentioned in it	Yes/No	Undertakings
11	An affidavit regarding provision of original/genuine items brand new, non- refurbished, un- altered in any way, of the most recent / current model and incorporate all recent improvements in design will be submitted by the successful bidders on the stamp papers of Rs.100/- which will be duly attested by the Oath Commissioner / Notary Public.	Yes/No	Affidavit

12	At least 5 Years' Experience in supplies/installation of similar equipment to government/semi-government/private company/ department (Documentary Proof in form of Work Order/Satisfactory Report must be attached). Detail as per following proforma to be attached: The bidders should fill the table given below as mandatory requirement.	Yes/No	Job Completion Certificates										
	<table border="1"> <thead> <tr> <th>S.No.</th> <th>Name of Customer/ Department/ organization</th> <th>Type of Equipment / Services provided</th> <th>Value</th> <th>Year of Job</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S.No.	Name of Customer/ Department/ organization	Type of Equipment / Services provided	Value	Year of Job							
S.No.	Name of Customer/ Department/ organization	Type of Equipment / Services provided	Value	Year of Job									
13	A Certificate that the Quoted Brands of Hardware / Software / Equipment is in the business globally for a minimum period of 5 years	Yes/No	Undertakings										
14	A Certificate that 2 % bid security is attached with Financial Proposal.	Yes/No	Undertakings										

B. Non-Mandatory / Scoring Requirement/Criteria

S.No	Criteria List	Description	Max. Marks	Response of Bidder w.r.t Criteria	Documentary Proof/ Page No.
1	Firm's years of service	Minimum 5 Years (Mandatory) 1 Mark for each year beyond 5 years	10		
2	Value of Similar nature of Projects	Similar nature of projects in last three years Each project will be vetted as follows: <ul style="list-style-type: none"> Below 5 M PKR= 0 marks Above 5 M to 10 M PKR = 2 marks Above 10 M to 25 M PKR= 3 marks Above 25 M PKR= 5 marks 	20		
3	Delivery Time	Within 30 to 45 Days = 5 marks Within 20 to 29 Days = 7 marks Within 10 to 19 Days = 11 marks	11		
4	List of OEM certified staff	2 points for each human resource certified by OEM (OEM Certificate must be attached)	10		
5	Support Offices within the Country having helpdesk support and UAN/toll free Number	Company having Peshawar office will get 3 points and 2 points each for every support office in other cities	9		
	Total Marks		60		

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

Financial Proposal Evaluation

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 that will be communicated to the bidders. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.
2. Financial Proposal evaluation will be conducted under the KPPRA Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc.
3. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
4. In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

Financial Criteria (40 Marks):

S #	Parameters	Sub-Parameters	Total Marks
1	Price	<p>The bidder with Lowest quoted Price will get full marks.</p> <p>The bidders with higher quoted prices will be awarded marks as per the following formula:</p> <p>[Lowest Price/Price of Bid under consideration] x100 x 0.40</p>	40

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of **36** marks (i.e., 60%) out of **60** marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining **40** marks, the two scores will be combined to identify the highest-ranking firm.

The marking weightage will be as follows.

Technical Proposal (T) = 60 Marks. (36 qualifying marks)

Financial Proposal (F) = 40 Marks.

Total (T+F) = 100 Marks.

Technical Score: 60

Financial Score: 40

4: TIME FOR COMPLETION OF CONTRACT AND WARRANTY

(Instructions to Bidders)

4.1 Supply of Goods and Services

- a) Goods shall be delivered / supplied at the office of Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts) (PMU), 21-B-II, Abdara Road, University, Peshawar within the specified time as mentioned in the Bidding Data Form at the cost of the successful Bidder.
- b) If the Bidder fails to deliver any or all of the Goods within the period specified, the Chairman Procurement Committee shall possess the right to forfeit the Bid Security and award the contract to next lowest bidder.

4.2 Warranty

- a) A comprehensive local on-site warranty period for the Goods supplied must be mentioned. The period of warranty is specified in the Specifications of the quoted items.
- b) The warranty period will start from the date of inspection / testing of the Goods in presence of the Bidder and the Procurement Committee.
- c) If any fault /defect occur in the Goods during the warranty period, it will be replaced by the Bidder at his own risk and cost.
- d) The Bidder shall provide the services of maintenance within 72 hours after filing of a complaint by the Chairman Procurement Committee, Land Records Computerization (with in the warranty period without any service charges).

5: PROCESS TO BE CONFIDENTIAL

(Instructions to Bidders)

- 5.1 No Bidder shall contact procurement committee on any matter relating to his bid from the time of the bid opening to the time the bid evaluation result is announced. The evaluation result shall be announced at least ten (10) days prior to Award of Contract.
- 5.2 Any effort by a Bidder to influence any officer of the procurement committee in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.
- 5.3 Whereas, any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result. However, a mere fact of lodging a complaint shall not warrant suspension of the procurement process.

6: AWARD OF CONTRACT

6.1 Award of Contract Criteria

- a) The CONTRACT shall be awarded to the Bidder(s) whose bid has been determined to be substantially responsive to the Bidding Document.
- b) The Chairman Procurement Committee, Project of Land Records Computerization reserves the right to:-
 - I. increase or decrease the quantity of the Goods without any change in the unit price or other terms and conditions, by mentioning cogent reason.
 - II. accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or with obligation to inform the affected Bidders of the grounds for the action of the Procurement Committee.
 - III. Notice of the rejection of bids shall be given to the Bidders.
- c) The Chairman Procurement Committee observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the Bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.
- d) bids will be awarded according to following criteria:
 - At first step, eligible bidder(s)/tenderer(s) as per clause 1.3 (Eligibility Criteria) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified. For Bidding Procedure the clause of the Bidding Procedure may kindly be referred.
 - At second step, technically qualified and successful bidder(s) / tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on the basis of their combined score both in Technical and financial phases as per rule and fulfilling all codal formalities.

6.2 Notification of Award

Prior to expiry of the period of bid validity, the Chairman Procurement Committee, Project of Land Records Computerization, BOR will notify the successful Bidder in writing that his bid has been accepted.

6.3 Performance Guarantee

The successful Bidder shall be bound to furnish a performance guarantee @ 10 Percent as provided in the Bidding Data sheet.

6.4 Payment and Currency

Payment shall be made in Pak. Rupees after successful installation of the Goods.

6.5 Taxes

All applicable taxes shall be deducted at source as per Government Rules.

6.6 Signing of the Contract Form

The Chairman Procurement Committee will notify the successful Bidder that their bid has been accepted, and will send the Bidder the Contract Form provided in the Bidding Document incorporating all agreements between the parties.

The successful Bidder shall sign and date the Contract Form on the Rs: 500 Stamp Paper duly attested by Oath Commissioner / Notary Public and return it to the Chairman Procurement Committee Land Records Computerization, within three (3) days of the receipt of the said Contract Form.

7: BIDDING DATA SHEET

(1)	Brief description of work:	Procurement of Equipment for the Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts)
(2)	Deadline for Submission of bid:	11.00 AM on 23.04.2019
(3)	Address for submission and opening of bid:	Office of the Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa. (Phase-I; 7 Districts), Board of Revenue, PMU, 21-B-II, Abdara Road, University Town Peshawar.
(4)	Name of Client	Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa. (Phase-I; 7 Districts), Directorate of Land Records, Board of Revenue
(5)	Time and date of Technical Bid opening:	12:00 pm on 23.04.2019
(6)	Validity of bid:	Till 30 th June 2019
(7)	Value of Earnest Money/Bid Security	Two percent (2%) of the quoted value in the shape of CDR (only) from the scheduled bank.
(8)	Validity of Earnest Money/Bid Security	2% Bid Security will be returned to the successful bidder after submission of Performance guarantee
(9)	Bidding for Selective LOT(s)	Yes
(10)	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
(11)	Bid Currency:	The bid to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees.
(12)	Bidding Procedure	Single Stage–Two Envelopes bidding procedure as per Rule 06 (2)(b) of KPPRA Rules 2014
(13)	Timeframe for completion:	The successful Bidder shall be bound to supply the Goods at Project Management Unit (PMU), Computerization of Land Records within a period of 45 Days after the award of contract
(14)	Clarification(s) on Bidding Documents	Chairman Procurement Committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa. (Phase-I; 7 Districts), Board of Revenue, 21-B-II, Abdara Road, University Town, Peshawar
(15)	Performance Guarantee	Ten percent (10%) of the bid price in the form of a CDR (from Scheduled Bank), which shall be retained till the expiry of the warranty period.
(16)	Warranty period:	On site comprehensive Local warranty as mentioned in Specification Sheet.
(17)	Language of bid	English

8: CONTRACT FORM

THIS AGREEMENT made on the ____ day of _____ 2019 between the Chairman Procurement Committee of the Project of Computerization of Land Records (hereinafter called the "Purchaser") and [_____ name of Supplier / firm _____](hereinafter called the "Supplier").

WHEREAS the Purchaser invited bids for the Goods / Services (as set out in the schedule of requirement form) and has accepted the bid of the Supplier for the supply of all of the Goods and Services in the sum of [_____ contract price in words and figures _____].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the GENERAL CONDITIONS OF THE CONTRACT referred to.

2. The following documents collectively referred to as "the Bidding Document" shall be deemed to form and be read and construed as part of this agreement, viz.:

- a. The Tender Document
- b. Bidder's proposal
- c. General Terms and Conditions of the Contract
- d. Special Terms and Conditions of the Contract
- e. The Schedule of Requirements (Delivery Schedule and the Price Schedule);
- f. The Technical Specifications;
- g. The Award of Contract;
- h. Earnest Money/ Bid Security;
- i. Performance Guarantee;
- (j). Affidavit(s)

3. In consideration of the payments to be made by the Purchaser to the Supplier, the Supplier hereby covenants with the Purchaser to provide the Goods / Services in conformity in all respects with the provisions of the Bidding Documents.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods, the tender price.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first written above.

Signature of the Purchaser: _____ Signature of the Supplier: _____
 Date: _____ Date: _____
 Seal: _____ Seal: _____
 Address: _____ Address: _____

Witnessed by:

Witness-1: _____ Witness-2: _____
 Designation: _____ Designation: _____
 CNIC: _____ CNIC: _____
 Address: _____ Address: _____

9. DELIVERY SCHEDULE / SCHEDULE OF REQUIREMENT FORM

Sr. #	Name of Goods	LOT	Delivery Schedule
1.	Server with Server OS and SQL Server	LOT-1	Within 45 Days
2.	Desktop Computer with OS and Antivirus		
3.	27 U Rack for Server		
4.	Laser Printer (light duty)	LOT-2	
5.	Heavy Duty Printer		
6.	Legal Size Paper Scanner		
7.	Photocopier Machine		
8.	Digital Camera (With Stand, Accessories etc)	LOT-3	
9.	Biometric Scanner	LOT-4	
10.	Air Conditioner	LOT-5	

10: SPECIFICATIONS OF THE EQUIPMENT TO BE PROCURED (Annexure-A)

(The quoted items must have following minimum specifications)

S. No	Name of Items	Components	Specifications
1	Server with Server OS and SQL Server	<p>Processor</p> <p>Processor Quantity</p> <p>Chipset</p> <p>Drives Support</p> <p>Chassis</p> <p>Memory</p> <p>Hard Drives</p> <p>RAID Controller</p> <p>Ethernet Adapter</p> <p>Optical Drive</p> <p>Power Supplies</p> <p>PCI Slots</p> <p>Sliding Rails</p> <p>Operating System</p> <p>SQL Software</p> <p>Security Software</p> <p>Warranty</p>	<ul style="list-style-type: none"> • Intel Xeon Silver 4110 (2.10GHz, Max Turbo up to 3.0GHz/8C/16T/11MB/85W) Processor or Higher • 01 • Intel C621 Chipset or Higher • with up-to 8 2.5-inch Hot Plug Hard Drives Support or Higher • 1U Rackmount Chassis with 2 Processors Support • 32GB (2 x 16GB) RDIMM 2R 2666 MT/s • 2 x 1.2TB SAS 12G Enterprise 10K (2.5in) HDDs or Higher • PCI Based SAS RAID Controller with 2GB Cache • Quad Port 1 GB Ethernet Controller • Internal DVD+/-RW, SATA, • Redundant Platinum Hot Plug Power Supplies with 94% Efficiency or Higher • Minimum 2 PCI 3 Slots • 1U Cable Management with sliding Rails • MS Windows 2016 Server Standard Edition or Higher • MS SQL Server 2016 Standard Edition or Higher • Security Software with Three Years Subscription • One Year Warranty
2	Desktop Computer with OS and Antivirus	<p>Processor</p> <p>Chipset</p> <p>Memory</p> <p>Hard Drive</p> <p>Optical Drive</p> <p>Expansion Slot</p> <p>Camera</p> <p>Keyboard & Mouse</p> <p>Operating System</p> <p>Display Support</p> <p>Monitors</p> <p>Warranty</p>	<ul style="list-style-type: none"> • 8th Gen Intel core i5-8500 Processor 3.00GHz, 6 Core, 9MB Cache Processor or Higher • Intel B360 Chipset or Higher • 8GB (2x 4GB) DDR4 Memory, Max Memory Support 32GB or Higher • 1TB 5400 RPM SATA Hybrid 8GB NAND Drive • DVD+/-RW Drive • Integrated SD Card Reader • USB HD (720p) Web Camera • USB Keyboard & USB Optical Mouse • MS Windows 10 Pro License with Licensed Antivirus • Computer should support Two Monitor Connectivity at the Same Time • 2x 18.5-inch Widescreen LED Display • One Years Warranty
3	27 U Rack for Server	<p>Size</p> <p>Doors</p> <p>Trays</p> <p>Lock</p> <p>LCD Console</p> <p>KVM Console</p> <p>Cable Manager</p>	<ul style="list-style-type: none"> • 27U Server Rack Cabinet • Vented front & back door with Lock • 2 Fix Shelf and 1 Sliding Shelf • 2 Lift Off Type Side Door with Quick Release Catch & Cam Lock • 17-inch LCD Console or Higher • 4-Port KVM Console with Adapters or Higher • Base Frame with Provision of Cable

		Fan PDU Warranty	Entrance & Heavy-Duty Caster Wheels <ul style="list-style-type: none"> • Top Fan Tray with Guard (Low Noise) • Power Distribution Unit (8 Way Vertical ZeroU PDU) • One Year Warranty
4	Laser Printer (light duty)	Print Size Print Speed Processor Memory Resolution Dual Printing Support Connectivity Warranty	<ul style="list-style-type: none"> • A4 Size Laser Printer, • 38PPM or Higher, • 1GHz or Higher • 128MB Memory • 600 x 600 DPI Resolution, 1200DPI FastRes • Built-in Duplex Printing • USB 2.0 & Network Connectivity • One Year Warranty
5	Laser Printer (Heavy Duty)	Print Size Print Speed Processor Memory Resolution Connectivity Duty Cycle Warranty	<ul style="list-style-type: none"> • A3 Size Heavy Duty Laser Printer, • 35PPM A4, 18PPM A3 Size Printing Speed, • 750MHz or Higher • 256MB Memory or Higher • 1200 x 1200 DPI Resolution, • Built-in USB 2.0 & Network Connectivity • 65000 Pages A4 Size Monthly Duty Cycle or Higher • One Year Warranty
6	Legal Size Paper Scanner	Scan Speed Hardware Resolution <ul style="list-style-type: none"> • Flatbed • ADF Duplex Feature Memory Warranty	<ul style="list-style-type: none"> • 20PPM / 30 IPM or higher • 1200 x 1200 DPI • 600 x 600 DPI • Legal Size Scanning ADF • 64MB Memory • One Year Warranty
7	Photocopier Machine	Functions Copy, Print Speed Copy, Print Resolution Available Size Scan Speed Duplex Mode Memory Warranty	<ul style="list-style-type: none"> • Print, Copy & Scan • 26 CPM (A3) or Higher • 600 x 600 dpi • Maximum A3 • 25 SPM • Built-in • 128MB or Higher • 1 Year Warranty
8	Digital Camera (With Stand, Accessories etc.)	Resolution Memory Support Memory Card Accessories Warranty	<ul style="list-style-type: none"> • 18 Mega Pixel or Above • Support External Memory • 8GB Memory Card or Higher • Camera Stand, Bag and Other Accessories • One Year Warranty
9	Biometric Scanner	Technology Resolution Scan Capture Area Warranty	<ul style="list-style-type: none"> • High quality optical fingerprint scanner • 512 DPI Resolution Reader System, • 0.57" x 0.71" Capture Area • One Year Warranty
10	Split Type Air Conditioner	Cooling Capacity BTU Technology Energy Efficiency Feature Warranty	<ul style="list-style-type: none"> • 1.5 Ton cooling capacity • 18000 BTU or Higher • Inverter Technology • Low Voltage Startup • Dual function (Heat & Cool) • Warranty 3 YEARS COMPRESSOR, 1 YEAR PARTS & SERVICE

11: GENERAL CONDITIONS OF CONTRACT

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Purchaser and Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>c) "The Goods" means all of the items mentioned in the Price Schedule Form which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>d) "The Services" means installation and other services ancillary to supply of Goods covered under the Contract at the installation sites as mentioned in the SCC.</p> <p>e) "GCC" means the General Conditions of Contract contained in this section.</p> <p>f) "SCC" means the Special Conditions of Contract.</p> <p>g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.</p> <p>i) "The Supplier" means the entity supplying the Goods and the services.</p> <p>j) "Day" means calendar day.</p> <p>k) "The Installation Site," where applicable, means the place named in SCC.</p>
2. Application	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
3. Source of import	<p>3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.</p> <p>3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.</p>
4. Standards	<p>The Goods and the Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications vide Annexure - A.</p>
5. Contract Duration	<p>The Contract duration shall be for the period starting from the date of delivery, installation, deployment & commissioning of all Goods / Equipment / Items till end of warranty / support period.</p>
6. Use of Contract Document and information	<p>The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.</p>

7. Contract Language	The Contract and all documents relating to the Contract, exchanged between the Supplier and the Purchaser, shall be in English. The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation
8. Commercial Availability	The Goods supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods shall have been sold, installed and operationalized in more than two installations initiated under two separate contracts by manufacturer globally.
9. Execution Schedule	The supplier shall deliver Goods/ordered equipment within the period as mentioned in Delivery schedule.
10. Inspections and Tests	<p>10.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods and the Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples retained for these purposes.</p> <p>10.2 The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the supplier shall either replace the rejected Goods, Services or Works or make all alterations (upto the satisfaction of the Purchaser) necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.</p> <p>10.3 The Purchaser’s post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.</p> <p>10.4 Nothing in GCC Clause 10 shall in any way spare the Supplier from any warranty or other obligations under this Contract.</p>
11. Spare parts and Support	<p>11.1 The supplier shall ensure that the Goods provided under the Contract are standard and of exact Equipment / Hardware, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>11.2 The supplier shall maintain sufficient backup stock of spare parts and tools locally, for the maintenance of the supplied Goods, during the warranty period.</p> <p>11.3 The supplier shall ensure availability of spare parts and technical assistance for all components for the period of their warranty after the completion of final acceptance.</p> <p>11.4 The supplier shall give six months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Guarantee.</p>
12. Packing	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
13. Delivery and Documents	<p>13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirement Form.</p> <p>13.2 For purposes of the Contract, Delivered Duty Paid (DDP) trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes.</p>
14. Transportation	The Supplier is required under the Contact to transport the Goods to the office of the Project Management Unit (PMU), Board of Revenue.
15. Warranty	15.1 The Supplier shall warrant to the Purchaser that the Goods supplied by the Supplier, under the Contract are genuine, brand new, non-refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract

	<p>15.2 The Supplier shall further warrant that the Goods/Services supplied by the Supplier, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods/Services.</p> <p>15.3 The Supplier shall provide local warranty for the period as mentioned in the Specification of the IT equipment to be procured (referred to Annexure - A) in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include: Free, on site repair / replacement of defective / damaged parts and labor, within 72 hours of intimation;</p> <p>15.4 On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 72 hours.</p> <p>15.5 The Purchaser shall, by written notice served to the Supplier, indicate any claim(s) arising under the warranty.</p> <p>15.6 The Supplier shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.</p> <p>15.7 If the Supplier, having been notified, fails to remedy the defect(s) within the specified period in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>15.8 This warranty shall remain valid for a period specified in the Bidding Document after the Goods thereof as the case may be, have been delivered to and accepted.</p>
16. Payment	The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and upon fulfillment of other obligations stipulated in the Contract. The Method of payment will be as mentioned in SCC.
17. Contract Amendments	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and the Supplier.
18. Delays in the Supplier's Performance	<p>18.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement Form/ Delivery Schedule.</p> <p>18.2 If at any time during performance of the Contract, the Supplier encounter conditions impeding timely execution of the Contract wholly or partly, the Supplier shall convey the Procurement Committee in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>18.3 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 18.2 without the application of liquidated damages.</p>
19. Liquidated Damages	19.1 Subject to GCC Clause 22, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract forfeit the Performance bank guarantee @ 10 % and will assign the contract to the next lowest bidder.
20. Forfeiture of Performance Guarantee	<p>The Performance Guarantee shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:</p> <ul style="list-style-type: none"> • If the Supplier fails to fulfill any of the obligations under the Contract;

	<ul style="list-style-type: none"> • If the Supplier violates any of the terms and conditions of the Contract. • If the Supplier 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 Guarantee of the Supplier. • Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Guarantee amount will be forfeited and the company / firm will not be allowed to participate in future tenders as well. • If the Supplier commits a default under the Contract;
<p>21. Termination for Default</p>	<p>21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice to Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 18.2; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause: “corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p> <p>21.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p>22. Force Majeure</p>	<p>22.1 The Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>22.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.</p>
<p>23. Notices</p>	<p>23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party’s address specified in SCC and by facsimile.</p>
<p>24. Taxes and Duties</p>	<p>Supplier shall be entirely responsible for all taxes, duties, license fees, transportation charges etc., incurred until delivery of the contracted Goods to the Purchaser.</p>

12. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—**The Purchaser is:** The office of the Chairman Procurement Committee, Project of Computerization of Land Records (Phase-I), PMU, BOR, 21-B-II, Abdara Road, University Town, Peshawar.

GCC 1.1 (d) & GCC 1.1 (k)—**The Installation / configuration Site is:** Service Delivery Centers of the Peshawar, Abbotabad, Kohat, Bannu, DI Khan and Buner.

2. Inspections and Tests (GCC Clause 10)

GCC 10—**Inspection and tests prior to supply of Goods and Services at final acceptance are as follows:**

The Procuring Entity or its representative shall have the right to inspect and or to test the supplies at the PMU, BOR / Service Delivery Centers to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity.

3. Packing (GCC Clause 12)

GCC 12 – **Packing & Accessories:** The Bidder shall deliver the supplies at the office of the PMU / DMU/ SDCs of BOR in scratch less condition with all the manufacturer supplied accessories.

4. Liquidated Damages: (GCC Clause 19)

GCC 13.1—The 10 % Performance Bank Guarantee will be forfeited in case the Supplier does not replace / repair the (defective) equipment / its part during the warranty period or the Supplier fails to provide the Equipment with in the stipulated time period for delivery.

5. Payment (GCC Clause 16)

GCC 16 — The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

a) Payment shall be made in Pak. Rupees and in the name of the firm / company a crossed cheque being issued by Accountant General office (as per practice in vogue).

b) On Acceptance: Hundred (100) percent of the Contract Price of the supplies delivered and received shall be paid after submission of claim supported by the acceptance certificate issued by the Procurement Committee.

6. Performance Guarantee / Security (GCC Clause 20):

The amount of the Performance security, as a percentage of the Contract Price, shall be Ten (10) Percent of the Contract Price.

7. (GCC Clause 23) Notices Purchaser's address for notice purposes:

Name of Officer:	Chairman Procurement Committee,
	Project of Computerization of Land Records,
Complete Address:	Chairman Procurement committee, Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts) PMU, Board of Revenue, House No: 21-B-II, Abdara Road, University Town, Peshawar
Phone Number:	091-9216441

Supplier's address for notice purposes:

Name of Officer: _____

Complete Address: _____

Phone Number: _____

**Tender Notice, RFP, SBD for Procurement of IT Equipment for the
Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts)**

Approved by:

<p>1) _____ Mr. Atta ur Rehman Director MIS Land Record Computerization Board of Revenue (Member Procurement Committee)</p>	<p>2) _____ Mr. Hayat Khan Software Engineer Land Record Computerization Board of Revenue (Member Procurement Committee)</p>
<p>3): _____ Mr. Amanullah Account Officer Project of Land Records Computerization Board of Revenue (Member Procurement Committee)</p>	<p>4) _____ Secretary - I Board of Revenue (Member Procurement Committee)</p>
<p>5) _____ Representative of KP IT Board (Member Procurement Committee)</p>	
<p>6) _____ Mr. Khalid Zaman Director Land Records Board of Revenue (Member Procurement Committee)</p>	
<p>7) _____ Project Director Computerization of Land Record in 18 Districts of Khyber Pakhtunkhwa (Phase-I; 7 Districts) Board of Revenue (Chairman Procurement Committee)</p>	

Annexure-B

Technical Proposal Submission Form

[Location, Date] To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____ related to the assignment.

We also confirm that the Government of Pakistan / Khyber Pakhtunkhwa has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Financial Proposal Submission Form (Part of Financial Bid Envelope)[Location,

Date]

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (Insert title of assignment) in accordance with your Request for Proposal dated (insert date) and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Khyber Pakhtunkhwa has not declared us for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

Annexure-D

Price Schedule/ Financial Cost Sheet

Must be filled separately for each Item

S.No.	Item Description	No. of Units	Price per unit (Excluding all taxes)	Per unit Tax	Total Cost (No. of units * (Unit cost+ Unit Tax)) (including all taxes)
Total Bid Price					X

Total Bid Price X (in words) Rs. _____

Date _____

Place _____

Signature of authorized person Name:

(Company Seal)

In the capacity of

Dully authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Annexure-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company / firm meets all the criteria indicated on your tender document.

Authorized Signatures with Official Seal

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a)** To be executed by an authorized representative of the bidder.
- b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c)** Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure-F

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

Annexure-G

On Stamp paper of relevant value

UNDERTAKING

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. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure-H

. 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 other 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}

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

