

OFFICE OF THE  
ACCOUNTANT GENERAL AZAD JAMMU & KASHMIR  
MUZAFFARABAD

☎ 92-05822-920802-883 Fax: 92-05822-920635



## **Bidding Document**

### **National Competitive Bidding (NCB)**

Bid Submission Deadline (date/time) 20.05.2021 at 01:30 P.M

Bid opening date/time: (Technical) 20.05.2021 at 02:00 P.M

Bid opening date/time: (Financial) 25.05.2021 at 11:00 A.M

Bid Venue: Committee Room AG Office, Sathra Hill Muzaffarabad

**Procurement of Computer Hardware (PCs,  
Laptops, Cheque writers, LaserJet Printers,  
UPS for PCs and UPS for LAN/WAN  
Firewall/Switches.**

# Index

<b>PART ONE – SECTION -1</b>		<b>Page No.</b>
i.	Checklist of documents for bid submission	1
ii.	Invitation for Bids Advertisement	2
iii.	Bid Data Sheet (BDS)	4
iv.	Bid Acceptance Form <b>(Mandatory)</b>	13
v.	Technical Specifications	14
vi.	Bidder Qualification and Bids Evaluation Criteria	15
vii.	Delivery Schedule	17
viii.	Price Schedule	18
<b>PART TWO - SECTION I (FOR BIDDERS INFORMATION)</b>		
i.	Instructions to Bidders (ITB)	21
ii.	Special Conditions of Contract (SCC)	39
iii.	General Conditions of Contract (GCC)	44
<b>PART TWO – SECTION II (SAMPLE FORMS)</b> (To be used after contract award)		
i.	(Bid Security form, Contract Agreement form	57, 58
ii.	Performance Guarantee form	59
iii.	Manufacturer’s Authorization Form	60
iv.	Integrity pact form	61

## Preface

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and variable those are specific for each procurement. Provisions which are intended to be used unchanged are in **PART TWO**, which includes Section I and Section-II, Instructions to Bidders, Bid data Sheet, Special conditions, General Conditions of Contract and forms.

**PART-ONE** includes Section-I i.e., provisions specific to each procurement for submission of bid for Specific Items that comprises Invitation for Bids, Bid Data Sheet; Technical Specifications, Bidders Qualification and Bids Evaluation Criteria and Schedule of Requirements (Price Schedule and Delivery Schedule

# PART ONE- Section I

## Check list of documents for Specific items

**Procurement of Computer Hardware (PCs, Laptops, Cheque writers, LaserJet Printers, UPS for PCs and UPS for LAN/WAN Firewall/Switches.**

<b>S. No.</b>	<b>Description</b>	<b>Attached with Bid (Yes/No)</b>
1	Original Copy of Bid	
2	Compulsory Bid Acceptance form (Form No 1 under Part One-Section I)	
3	Bid Validity Period mentioned in bid (120 days required)	
4	Bid Security pay order, draft or BG attached (3% of total Bid Price required)	
5	NTN & GST Registration with ATL status (copy of certificate required)	
6	OEM Authorization Certificate from Manufacturer/Principle/Service Provider (in addition support services certificate for Patent Operating System where required)	
7	Financial Statements attached (copy of last 02 years attached)	
8	Bidders past experience (Copy of Purchase Orders attached)	
9	Bidder capacity to deliver services & spare parts	
10	No Litigation and black listing Certificate on letter head	
11	Technical Specifications compliance Sheet attached	

**Signature & Stamp**



**OFFICE OF THE ACCOUNTANT GENERAL AZAD JAMMU & KASHMIR  
MUZAFFARABAD  
Invitation for Bids**

**IFB Title: Procurement of Computer Hardware (PCs, Laptops, Cheque writers, LaserJet Printers, UPS for PCs and UPs for LAN/WAN Firewall/Switches. IFB. No.07**

1. Office of the Accountant General Azad Jammu & Kashmir ("The Purchaser"), invites sealed bids from reputed and eligible Firms/Suppliers/ Distributors/Agents, Active Tax Payer registered with the Sales Tax, Income Tax Departments and are directly authorized by the Original Equipment Manufacturer (OEM) as per details below: -

S. #	Items		Description
1	<b>Personal Computers (Qty:75) Quantity may increase as per availability of funds.</b>	Processor	Intel® 8th generation Core™ i7 Quad Core™
		Memory	8GB, up to 4 DIMM slots; Non-ECC dual-channel 1600MHz DDR4 SDRAM, supports up to 16GB.
		Hard Discs	Hard Disk Drives: up to 1TB; Supports Hybrid and Solid-State Drive
		DVD Drive	DVD-RW Super Multi SATA
		Network Interfaces	Integrated Intel® I217LM Ethernet LAN 10/100/1000; supports optional wireless 802.11n card
		Operating System	Microsoft Windows 10 standard 64bit Licensed
		MS Office	Microsoft Office 2019 Professional Plus Licensed
		Antivirus	Licensed for three years
2	<b>Laptop (Qty:4) Quantity may increase as per availability of funds.</b>	Processor	Intel® 8th generation Core™ i7 Quad Core™
		Memory	8GB DDR4
		Hard Discs	1TB HDD 5400 RPM
		DVD Drive	DVD-RW Super Multi SATA
		Network Interfaces	On board Gigabit Ethernet
		Operating System	Microsoft Windows 10 standard 64bit Licensed
		MS Office	Microsoft Office 2019 Professional Plus Licensed
		Antivirus	Licensed for three years
3	<b>Cheque Writers (Qty: 20)</b>	Printing Technology	Serial Impact Dot Matrix Method
		Print Head	24 Pin
		Character Pitch	High Speed Draft: 10.0 cpi, 12.0 cpi, 17 cpi Draft: 10.0 cpi, 12.0 cpi, 15.0 cpi, 17.1 cpi, 20.0 cpi Letter Quality: 10.0 cpi, 12.0 cpi, 15.0 cpi, 17.1 cpi, 20.0 cpi, Proportional
		Paper Route	Tractor feeder (Front), Tractor feeder (Rear), Tractor feeder (Bottom), Manual (Top), Manual (Front), Cut sheet feeder (Rear)
4	<b>Laser Jet Printers (Qty: 30) Quantity may increase as per availability of funds.</b>	Printer Smart Features	Auto-duplex printing, Apple Air Print™, Instant-on Technology, Auto-On/Auto-Off technology, Job Storage with PIN printing. Network Ready
5	<b>UPS 2400V for PCs Local (Qty: 25)</b>	UPS Specification	Local UPS 2400V (24VDC) with hybrid solar charging option, Input voltage rang 90-280 VAC and Batteries, overload and short circuit protection. LCD display.

6	<b>UPS for LAN/WAN DSL Connectivity and Fire-Wall for 13 sites (Qty: 13)</b>	UPS Specification	Local UPS 1200V (12VDC) with hybrid solar charging option, Input voltage rang 90-280 VAC and Batteries, overload and short circuit protection. LCD display
7	<b>Electricity Generators with Auto Switch Panel 5KVA (Q: 5)</b>	Specification	EF5500FW, 5.5kVA Petrol Generator, 4-year warranty, Type 4-Stroke, Auto start/Recoil, Two Wheel kit, Fuel Tank Capacity 28L and working time 12 hours at rated load.

**Note: detailed specifications of the above items are given in the Bid document.**

**SCOPE OF WORK:** Delivery, installation and commissioning of supplied hardware

2. Ad and bidding document can be downloaded from AG AJ&K and AJ&K PPRA websites i.e. [www.agajk.gov.pk](http://www.agajk.gov.pk) and [www.ajkppra.gov.pk](http://www.ajkppra.gov.pk) Bidders are advised to use only prescribed financial and technical formats given in the bidding document for IFB-07.

Description		Bid Venue	Bids submission deadline	Bids opening (date/Time)
Procurement Procedure	Single stage – two envelopes	Committee Room AG Office Muzaffarabad	20.05.2021 (Thursday) 01:30 P.M	20.05.2021 (Thursday) 02:00 P.M
Bid Security	03%			

3. Any bid found conditional (dollar fluctuation, overwriting, false/forged documents, bids received late and/or not accompanied by above stated percentage of bid security instrument against the total bid price of all quoted items by the bidder will be rejected on spot as per AJ&K PPRA Rules 2017. Bids received in shape of joint venture will not be accepted. Successful bidders will have to deliver, install, configure and test the Hardware and allied equipment at respective delivery stations. Bid price should be fixed and no additional transportation charges will be paid in this regard. No time extension in bid submission and delivery time will be granted in any case and bids not complying with the bid submission time, delivery schedule and other terms & conditions of bidding document will be rejected.

4. The Accountant General AJ&K reserves the right to accept or reject all bids in accordance with AJ&K PPRA Rules 2017.

**Mir Muhammad Asghar**  
**I/C Deputy Accountant General (Admin-II)**  
 Accountant General Office Azad Jammu & Kashmir Muzaffarabad  
 Ph: 05822-920802-883, Fax: 05822-920635 [www.agajk.gov.pk](http://www.agajk.gov.pk)

## Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part Two. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	Government of Azad Jammu & Kashmir
<b>ITB 1.1</b>	Name of Organization: <b>Accountant General AJ&amp;K</b>
<b>ITB 1.1</b>	Name of Contract: <b>Procurement of Computer Hardware (PCs, Laptops, Cheque writers, LaserJet Printers, UPS for PCs and UPS for LAN/WAN Switches.</b>
<b>ITB 4.1</b>	Name of Purchaser: <b>Accountant General AJ&amp;K</b>
<b>ITB 6.1</b>	Purchaser's address, telephone, telex, and facsimile number. <b>Office of the Accountant General AJ&amp;K Sathra Hill Muzaffarabad Ph: 05822-920802-883 Fax: 05822-920635, Cell No. 0341-0777772</b>
<b>ITB 8.1</b>	Language of the bid: <b>English</b>

<b>Bid Price and Currency</b>	
<b>ITB 11.2</b>	The price quoted shall be <u><b>Delivery Duty Paid (DDP) in Pak Rupees Inclusive of all taxes and incidental services charges etc.</b></u>
<b>ITB 11.5</b>	The price shall be <b>fixed</b> .

<b>Preparation and Submission of Bids</b>	
<b>ITB 13.1</b>	<p>The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p><b>Bid procedure to be used: <u>Single stage – two envelopes</u></b></p> <p>1) Technical proposal will be received/opened on same day while financial proposal of technically qualified bidders will be opened later after completion of technical evaluation on <b>25-05-2021</b>.</p> <p><b><u>Procedures of open competitive bidding:</u></b> - Save as otherwise provided in these rules the following procedures shall be permissible for open competitive bidding, namely: -</p> <p>(i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;</p>

- (ii) the envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) the procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does 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 the same venue on **25-05-2021**;
- (viii) The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (ix) the bid found to be the lowest evaluated bid shall be accepted.

### (Evaluation Criteria)

ITB 13.3 (d)

**Bidder Qualification and Bid Evaluation Criteria for Lowest Evaluated Responsive Bid:**

**A) Financial Evaluation:**

1. Lowest Evaluated responsive bid price of bidder declared by Procurement Committee.

S.#	Description
1	Bid Submitted in time
2	Bids are sealed and properly marked as per Instructions to bidders in Bidding document
3	Two Copies of Bids (original and Copy)
4	Authorization letter to participate in bid and Compulsory Bid Acceptance form (Form No 1 under Part One-Section I)
5	Bid Validity Period (120 days required)
6	Bid Security (03% of total Bid Price required)
7	Delivery Time Period (20 days)
8	NTN & GST Registration with ATL status (copy of certificate required)



	9	OEM Authorization Certificate																		
	10	Financial Statements (copy of last 02 years required)																		
	11	Bidders past experience (Copy of Purchase Orders required)																		
	12	Bidder capacity to deliver services & spare parts																		
	13	No Litigation and black listing Certificate on letter head																		
	14	Technical Specifications Compliance Sheet by bidder																		
	15	Any bid found conditional, comprising condition of variation / fluctuation in dollar rate, over writing, false/forged document, received late and/or not accompanied will be rejected as per AJK PPRA Rules 2017																		
	<p>2. Work award for specific will be given to the lowest evaluated responsive bidder on <b><u>Item-wise lowest quoted bid price/offer</u></b> instead of a turnkey solution (lump sum cost) based on Technical and Financial Evaluation most conforming to our required technical specifications and bidder qualification and financial criteria. Bidders can participate in bid process for supply of one or more items of Invitation for Bids (IFB-07). Work award (BER) shall be published on item wise basis in whole or parts to PPRA. Purchase and Procurement Committee reserves the right to accept or reject all bids as per AJ&amp;K PPRA Rules 2017.</p> <p style="text-align: center;"><b>And</b></p> <p><b>TB 13.3 (d) B) <u>Technical Evaluation:</u></b></p> <p style="text-align: center;"><b>Mandatory Requirements</b></p> <p>The technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="7" style="text-align: center;"><b>Legal (Mandatory)</b></td> <td>Tier-1/Authorized Partners</td> <td>Mandatory</td> </tr> <tr> <td>Letter of Authorization from the Principal for this Tender</td> <td>Mandatory</td> </tr> <tr> <td>Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan and/or AJ&amp;K.</td> <td>Mandatory</td> </tr> <tr> <td>Valid Income Tax Registration</td> <td>Mandatory</td> </tr> <tr> <td>Valid General Sales Tax Registration (Status= Active with FBR / AJ&amp;K CBR)</td> <td>Mandatory</td> </tr> <tr> <td>Submission of undertaking on legal valid and attested stamp paper 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 &amp; AJK.</td> <td>Mandatory</td> </tr> <tr> <td>In full compliance of the Execution Schedule and Delivery Period mentioned in Standard Bidding Document</td> <td>Mandatory</td> </tr> </tbody> </table>		Category	Description	Points	<b>Legal (Mandatory)</b>	Tier-1/Authorized Partners	Mandatory	Letter of Authorization from the Principal for this Tender	Mandatory	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan and/or AJ&K.	Mandatory	Valid Income Tax Registration	Mandatory	Valid General Sales Tax Registration (Status= Active with FBR / AJ&K CBR)	Mandatory	Submission of undertaking on legal valid and attested stamp paper 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 & AJK.	Mandatory	In full compliance of the Execution Schedule and Delivery Period mentioned in Standard Bidding Document	Mandatory
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(Undertaking)	
Provision of sales and after- sales service	Mandatory
Compliance of given specifications according to the SBD	Mandatory
Three years warranty	Mandatory
Statement of Financial Soundness from Bank.	Mandatory

**The following criteria will be used for determining the technical qualification of Bidder/Bidder**

**Total Marks: 100**

**Qualification Marks: 65**

Category	Description	Points	
1. Financial	<b>Annual turnover (Max Points 25)</b> Value of Contracts over last 12 months.  Attach proof/evidence in form of work orders/contracts or payment received.	5-10million	10 Points
		11-20million	15 Points
		21-30million	20 Points
		31 million or above	25 Points
	<b>Projects with Government (Max Points 12)</b> Projects executed Successfully with government organizations.  Attach proof/evidence in form of work orders/contracts or payment received from procuring agency	1 Project	3 Points
		2 Projects	6 Points
		3 Projects	9 Points
		4 Projects & above	15 Points
	<b>Certified/Audited Accounts of last two years (Max Points 10)</b>	5 points for each year	10 Points
	<b>Net Worth (Max Points 5)</b> (Total Assets less Total Liabilities as taken from the balance sheet) Available Net Assets/Equity/Capital	10 to 20 million	2 Points
20 to 30 million		5 Points	
30 million & above		10 Points	
2. Technical (Quality,	Total No of full time Technical Staff employees ( <b>Max Points 20</b> ) Attach CVs, Payroll list etc for evidence	4 points for each category	20 Points

<b>Human Resource, Professional, Backup Support)</b>	(Engineers, certified professionals, Network Administrators & System Administrators, PC-Technicians, Sales, Marketing & Finance Managers will be counted as technical staff only)		
	<b>Total Experience in relevant field (Max Points 5)</b>	3 Years	1 Points
		4 Years	2 Points
		5 Years	3 Points
		6 Years	4 Points
		More than 6 years	5 Points
	<b>ISO Certification (Max Points 5)</b>		5 Points
<b>Service support Centers (Max Points 10)</b>	2 points per Centre	10	
Location/Address of the Service Centers			
<b>Total Marks</b>			<b>100</b>

**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.

Bid Evaluation Criteria as per ITB 13.3 (d):

Factor item

**Financial Evaluation:**

- I. Lowest Evaluated price of the goods;
- II. Technically qualified/successful Bidder(s) shall be considered for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders on **25-05-2021**;
- III. Financial Proposal evaluation will be conducted under the AJ&K PPRA Rules 2017. 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 Procuring Agency, the contractor shall be bound to adjust the same in the Financial Proposal.
  - a. In cases of discrepancy between the cost/price quoted in words and in figures, the lower of the two will be

	<p>considered.</p> <p>b. 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.;</p> <p>c. 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.</p> <p>IV. The Procuring Agency will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.</p> <p><b><u>Rejection / Acceptance of the Bid</u></b></p> <p>I. The Procuring Agency shall have the right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, at the time of order placement. The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, However, bidders shall be promptly informed about the rejection of the bids, if any.</p> <p><b>II. The Tender shall be rejected if it is:</b></p> <p>a. substantially non-responsive in a manner prescribed in this Standard Bidding Document; or</p> <p>b. submitted in other than prescribed forms, annexes, schedules, documents / by other than specified mode; or</p> <p>c. incomplete, partial, conditional, alternative, late; or</p> <p>d. relevant bid security is not submitted; or</p> <p>e. subjected to interlineations / cuttings / corrections / erasures / overwriting; or</p> <p>f. the Bidder refuses to accept the corrected Total Tender Price; or</p> <p>g. the Bidder has conflict of interest with the Procuring Agency; or</p> <p>h. the Bidder tries to influence the Tender evaluation / Contract award; or</p>
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- i. the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- j. the Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
- k. the Bidder fails to meet the evaluation criteria requirements; or
- l. the Bidder has been blacklisted by any public or private sector organization; or
- m. the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services; or
- n. the Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
- o. 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
- p. the Bidder submits any financial conditions as part of its bid which are not in conformity with Standard Bidding Document; or
- q. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- r. If the rates quoted by vender are not workable or on higher side etc.

**Technical Evaluation:**

- i) Technical Specifications/features compliance
- ii) Availability of service, support and spare parts
- iii) Warranty for min 03 years as per requirements/Technical Specifications mentioned in relevant Section of the Bidding document.

**\*Contract Award to Lowest Evaluated Bid:**

Highest Compliance to Technical specifications and lowest evaluated bid price will be declared as " **Lowest Evaluated Bid**" by the Purchase & Procurement Committee.

The bid having the highest complied items under Technical and Financial Evaluation lowest declared price will deem to be the 1st lowest evaluated responsive bid. Bid security and Performance guarantee shall be forfeited on violations of the bidding document and its General and Special terms & conditions etc mentioned in Section I comprises "G.C.C and S.C.C respectively, Section II "Forms" of the bidding document i.e., Bid Acceptance Form No.1, Bid Security Form No.2, Contract Agreement

	Form No.3, performance guarantee forms No.4 and Manufacturer's Authorization Form No. 5, Form No. 6 Non-Disclosure Agreement Form and Form No.7 Integrity Pact Form.
<b>ITB 15.1</b>	Amount of bid security. <b>03% of the total bid price in the name of DDO, Office of the Accountant General AJ&amp;K Muzaffarabad in shape of pay order/demand draft/Call deposit/Bank guarantee. Bid security shall be forfeited, if the bidder violates the terms &amp; conditions of contract/purchase order/Notification of Award.</b>
<b>ITB 16.1</b>	Bid validity period: <b>120 days</b>
<b>ITB 17.1</b>	Number of copies: <b>(One Original.)</b>
<b>ITB 18.2 (a)</b>	Address for bid submission: <b>Office of the Accountant General AJ&amp;K Sathra Hill Muzaffarabad. Ph: 05822-920802, Fax: 05822-920635</b>
<b>ITB 18.2 (b)</b>	IFB title and number: i)IFB Title: <b>Procurement of Computer Hardware (PCs, Laptops, Cheque writers, LaserJet Printers, UPS for PCs, UPs for LAN/WAN Switches and 5KVA electricity generators.</b> ii) IFB No:07
<b>ITB 19.1</b>	Deadline for bid submission (financial and technical): <b>01:30 P.M, 20-05-2021</b>
<b>ITB 22.1</b>	Time, date, and place for bid opening (Technical bid) at <b>02:00 P.M on 20-05-2021 and Financial bid on 25-05-2021 in Committee Room, O/o the Accountant General AJ&amp;K Muzaffarabad</b>
<b>Bid Evaluation</b>	
<b>ITB 25.2</b>	The evaluation of bid will be on delivered duty paid price inclusive of prevailing duties and incidental services.  In addition to the bid price quoted the following factors shall be considered for evaluation:  1. Technical Evaluation of Specifications 2. Bidders Qualification and Financial Evaluation mentioned at ITB 13.3 (d) above 3. Bid Evaluation Criteria mentioned at ITB 13.3 (d).
<b>ITB 25.4 (c) (ii)</b>	Deviation in payment schedule. <b>N/a</b>  Annual interest rate. <b>N/a</b>
<b>ITB 25.4 (d)</b>	Incidental Cost shall be the part of the Bid Price.
<b>ITB 25.4 (e)</b>	Provision of spare parts and after sales service facilities across the country within 24 hours (24*7 days) but not later than 48hrs* next business day

	(48hrs*NBD). Warranty Services for items shall be considered as 01 to 03 Years.
<b>Contract Award</b>	
<b>ITB 29.1</b>	Percentage for quantity increased as per AJ&K PPRA Rules 2017 i.e. repeat order as per PPRA Rule 42 c (iv). <b>Up to 15 % of the Original Requirement/Procurement.</b>
<b>ITB 33.1</b>	<b>10%</b> Performance security to be furnished by the successful bidder along with signing of Contract/Purchase order as per AJK PPRA Rules 2017 (Issuance of P.O only in case its value remains up to Rs 500,000).

**Form 1: Bid Acceptance Form (Specific Items)**

Date: \_\_\_\_\_  
 IFB No: \_\_\_\_\_

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **[Procurement of Computer Hardware (PCs, Laptops, Cheque writers, LaserJet Printers, UPS for PCs and UPs for LAN/WAN Firewall/Switches.)]** in conformity with the said bidding documents for the sum of ***[total bid amount in words and figures]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10%** (percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **[120]** days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
<b>(if none, state "none")</b>	<b>(if none, state "none")</b>	

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
*[signature]* *[in the capacity of]*  
 Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



# TECHNICAL SPECIFICATIONS

## Detailed Technical Specifications IFB-07: 2020-21

### Personal Computers (Qty:75)

Item	Description	
Processors <sup>1</sup>	Intel® 8th generation Core™ i7 Quad Core™ 3.20Ghz	
Chipset	Intel® Q87 Express Chipset	
Operating System and Application Software	Microsoft® Windows 10 Standard 64-bit, Ubuntu® compatible/configured with SAP GUI, MS Office 2019 Professional Plus, Antivirus Software Installed and Licensed	
Graphics <sup>2</sup>	Integrated Intel® HD Graphics 4600 i7;	
Memory <sup>3</sup>	Up to 4 DIMM slots; Non-ECC dual-channel 1600MHz DDR4 SDRAM, supports up to 16GB. Not all options available in every country nor in every configuration.	
Networking	Integrated Intel® I217LM Ethernet LAN 10/100/1000; supports optional wireless 802.11n card	
I/O Ports	4 External USB 3.0 ports (2 front, 2 rear) and 6 External USB 2.0 ports (2 front, 4 rear) and 1 Internal USB 2.0 (MT only); 1 RJ-45; 1 Serial; 1 VGA; 2 DisplayPort; 2 PS/2; 2 Line-in (stereo/microphone), 2 Line-out (headphone/speaker)	
Removable Media	Supports optional optical disc drives and media card reader options	
Hard Drives <sup>4</sup> Options	Hard Disk Drives: up to 1TB; Supports Hybrid and Solid State Drive No Hard Drive – Supports of Cloud Desktop diskless option	
Chassis .....		<b>Minitower (MT)</b>
	Dimensions (H x W x D) Inches/(cm)	14.2 x 6.9 x 16.4 / (36.0 x 17.5 x 41.7)
	Min. Weight (lbs/kg)	20.68 / 9.4
	Number of Bays	2 internal 3.5" 2 external 5.25"
.....Chassis	Expansion Slots	1 full height PCIe x16 1 full height PCIe x16 (wired x 4) 1 full height PCIe x1 1 full height PCI

Chassis	Power Supply <sup>5</sup> Unit (PSU)	Standard 290W PSU Active PFC; 290W up to 90% Efficient PSU (80 PLUS Gold); 290W up to 85% Efficient PSU (80PLUS Bronze); ENERGY STAR 6.0 compliant, Active PFC
Recommended Accessories <sup>1</sup>	Monitors: Ultra Sharp Monitors - Award-winning, high-performance with ultra-wide viewing, from 21.5"-30; and Professional series monitors available from 17"-24" Single Monitor Arm and Dual Monitor Stand	
	Keyboards: USB Entry Keyboard, Multimedia Pro Keyboard, Smart Card Keyboard	
	Mouse: USB Optical Mouse, Laser Mouse	
	Audio Speakers: Internal 2.0 and 2.1 stereo speaker systems available; sound bar for select flat-panel displays.	
	Print Solutions: Black-and-White, Color and Multifunction Lasers for printing and document management	
Security	Trusted Platform Module <sup>6</sup> (TPM) 1.2, Data Protection   Security Tools, Data Protection   Encryption, Chassis lock slot support, optional Chassis Intrusion Switch, Setup/BIOS Password, I/O Interface Security, optional Smart Card keyboards, Intel® Trusted Execution Technology, Intel® Identity Protection Technology, Intel® Ant-Theft Technology, KACE Security, Secure Works, BIOS support for optional Computrace <sup>7</sup>	
Systems Management <sup>8</sup>	Intel® Standard Manageability; No Out of Band Systems Management	
Environmental & Regulatory Standards	Environmental Standards (eco-labels): ENERGY STAR 6.0, EPEAT Registered <sup>10</sup> , CECP, WEEE, Japan Energy Law, South Korea E-standby, South Korea Eco-label (for SFF/USFF only), EU RoHS, China RoHS Other Environmental Options: Carbon Off-set; Asset Resale and Recovery Service. USFF BFR/PVC Free <sup>9</sup>	
Warranty and Service	Limited Hardware Warranty <sup>11</sup> ; Standard 3-year Next Business Day on Site Service after Remote Diagnosis <sup>12</sup> (3-3-3); Optional 3-year Pro-Support™ for IT; 4 years and 5-year service and support options <sup>13</sup>	

## Laptop (Qty:4)

Processor Type	Intel Core i7
Processor Speed	3.20 GHZ
<a href="#">Hard drive size</a>	1TB SSD
Installed RAM	8GB
Screen size	15.6
Operating system (Primary)	Windows 10 Licensed
<b>PROCESSOR</b>	
Processor Type	Intel Core i7
Processor Model	i7-8550U
Processor Speed	1.80 GHZ
Max Turbo Frequency	4.0GHZ
Processor Bits	64-bit
Processor Threads	8
No of Cores	4
L2 cache	2 MB Smart Cache
L3 cache	8 MB Smart Cache
<a href="#">Bus speed</a>	4 GT/s OPI
Chipset	Intel Chipset
<b>MEMORY</b>	
Number of memory slots	2
Installed RAM	8GB
Maximum memory	Up to 32GB
Type of memory	DDR4
<b>STORAGE</b>	
<a href="#">Hard drive size</a>	1TB SSD
Hard drive speed	
<a href="#">Optical Drive</a>	Yes
<a href="#">Type of optical drive</a>	DVD/RW Super Drive
Internal/External	Internal
Type of hard drive	M.2 SATA
Card Reader	Yes
Type of memory cards	MicroSD
SSD	Built in
Number of SSDs	1
<b>GRAPHICS</b>	
Dedicated graphics	Yes
Graphics memory	4GB GDDR5
Type of graphics memory	Dedicated
Switchable graphics	YES
Graphics processor	AMD Radeon 530
Maximum shared graphics Memory	8GB

DISPLAY	
Aspect ratio	16:09
Backlight	LED
Screen size	15.6
Screen surface	FHD
<a href="#">Screen resolution</a>	1920x1080p
DESIGN	
Colors	Black
Dimensions (WxHxD)	380.0mm x 19.9mm x 258.0mm
<a href="#">Weight</a>	2.02kg
Numeric keyboard	Yes
CONNECTIVITY	
Bluetooth	Yes
Type of Bluetooth	4.1
LAN	Yes
<a href="#">Wireless/WiFi</a>	Yes
CONNECTORS	
Headphone output	Yes
Microphone input	Yes
USB	Yes
USB 2.0	Yes
USB 3.0	Yes
<a href="#">USB Ports (Total)</a>	4
<a href="#">HDMI</a>	Yes
Number of outputs	1
POWER	
Battery life	UP TO 5 Hours
MISCELLANEOUS	
Camera	HD
No. of effective pixels	720p
SOFTWARE	
32/64-bit OS	64 Bits
Operating system (Primary)	Windows 10 Licensed
Included software	MS Office 2019 Professional Plus Licensed

## Cheque Writers (Qty: 20)

<b>Printing Technology</b>	Serial Impact Dot Matrix Method
<b>Print Head</b>	24 Pin
<b>Dot Wire Diameter</b>	0.2 mm
<b>Print Direction</b>	Bidirectional/Unidirectional printing, Short line-seeking printing
<b>Graphic Resolution</b>	Max. 360(H) x 360(V) dpi
<b>Print Speed</b>	High Speed Draft: 480 cps, Draft: 360 cps, Letter Quality: 120 cps
<b>Line Feed Pitch</b>	4.23mm (1/6 " ), 3.18mm (1/8 " ), n x 0.42mm(m/60 ")(m=0-127), n x 0.35mm(n/72 " ) (n=1-85), n x 0.14mm(n/180 ")(n=0-255), n x 0.12mm(n/216 " ) (n=0-255), n x 0.07mm(n/360 " ) (n=0-255)
<b>Feed Speed</b>	5.5 inches per second
<b>Feed Rate</b>	4.23mm(1/6") line feed: Approx. 46 milliseconds
<b>Paper Route</b>	Tractor feeder (Front), Tractor feeder (Rear), Tractor feeder (Bottom), Manual (Top), Manual (Front), Cut sheet feeder (Rear)
<b>Character Pitch</b>	High Speed Draft : 10.0 cpi, 12.0 cpi, 17 cpi Draft : 10.0 cpi, 12.0 cpi, 15.0 cpi, 17.1 cpi, 20.0 cpi Letter Quality : 10.0 cpi, 12.0 cpi, 15.0 cpi, 17.1 cpi, 20.0 cpi, Proportional
<b>Printing Width</b>	136 characters/line at ANK 10 cpi
<b>Interface</b>	IEEE1284-1994 Bi-directional Parallel, USB 2.0 (Full Speed), (Optional) 100BASE-TX/10BASE-T, (Optional) RS-232C (25pin)
<b>Emulation</b>	ESC/P2 emulation, IBM Pro Printer emulation, IBM AGM emulation
<b>Supported OS</b>	Windows 10, Windows 7 x64, Windows Server 2008 R2, Windows Server 2008, Windows Server 2008 x64, Windows Server 2003, Windows Server 2003 x64

<b>Receive Buffer</b>	Max. 128KB
<b>Resident Font</b>	Draft, High Speed Draft, LQ Gothic, LQ Roman, LQ Courier, LQ Swiss, LQ Prestige, LQ Orator, LQ Swiss Bold, Scalable Roman, Scalable Courier, Scalable Swiss, OCR-A, OCR-B
<b>Font Style</b>	Double Width, Double Height, Enhanced, Emphasized, Bold, Italics, Over score, Outline, Shadow, Underline
<b>1-D Barcode</b>	UPC-A, UPC-E, EAN8, EAN13, Code39, Interleaved 2 of 5 (ITF), Code128, POSTNET, Code bar (NW-7), Industrial 2 of 5, Matrix 2 of 5
<b>Paper Type</b>	Continuous paper, Continuous copying paper, Cut sheet, Card, Envelope, Label
<b>Paper Weight Adjustment</b>	Manual
<b>Paper Size</b>	Continuous paper: Width 76.2-406.4mm x Length 76.2-558.8mm Single part paper: Width 99.1-419.1mm x Length 99.1-363.0mm Multi part paper: Width 76.2-406.4mm x Length 76.2-558.8mm
<b>Paper Weight</b>	Continuous paper: 45 - 90 gsm Single part paper: 45 - 90 gsm Multi part paper: 35 - 40 gsm
<b>Copy Capability</b>	Normal print mode: original + 4 sheets (Total Thickness < 0.36mm) High copy print mode: original + 5 sheets (Total Thickness < 0.48mm)
<b>Dimensions (WxDxH)</b>	568 x 320 x 159 mm
<b>Operating Environment</b>	Operating: 5 - 35 °C, 20 - 80 %RH Storage: -10 - 50 °C, 5 - 95 %RH No condensation
<b>Power Source</b>	Single phase 220 - 240 VAC ±10%, 50/60 Hz ±2%
<b>Power Consumption</b>	Operating: Max. -W (ISO10561 (Draft, Range1) Printing Approx. 88W) Idle: Approx. 15W Sleep: < 1.5W

<b>Safety &amp; Environment Regulation</b>	Energy Star, EMC-Directive, GS Mark, CE Mark, CCC Mark
<b>Noise Level</b>	Operating: Approx. 57 dBA Quiet Mode: < 49 dBA
<b>MTBF (Mean Time Before Failure)</b>	25,000 hours
<b>Ribbon Life</b>	Black: 13 million characters
<b>Print Head Life</b>	Approx. 600 million strokes/ pin
<b>In the Box</b>	Ribbon cartridge, Power cable, CD-ROM, Others

### **Laser Jet Printers (Qty: 30)**

<b>Print Speed</b>	Letter: Upto 40 ppm black;4 First Page Out As fast as 5.6 sec black
<b>Print Resolution</b>	Black (best): 600x600dpi, Upto 4800x600 enhanced dpi
<b>Print Technology</b>	Laser
<b>Print Resolution Technologies</b>	1200,600dpi
<b>Standard Print languages</b>	PCL5, PCL6, post script level 3 emulation, direct PDF (v1.7) printing, URF, PCLM, PWG
<b>Printer Smart Software Features</b>	Auto-duplex printing, Apple Air Print™, Instant-on Technology, Auto-On/Auto-Off technology, Jet Intelligence Cartridge Technology, Job Storage with PIN printing
<b>Standard Connectivity</b>	1Hi-Speed USB 2.0; 1 Host USB; 1 Giga bit Ethernet 10/100/1000T network
<b>Network Capabilities</b>	Via built-in 10/100/1000 Base-TX Ethernet, Gigabit; Auto-crossover Ethernet; Authentication via 802.1X
<b>Network Ready</b>	Standard (built-in Giga bit Ethernet)
<b>Memory</b>	128 MB

<b>Processor Speed</b>	1200MHz
<b>Duty Cycle</b>	Upto 80,000 pages per month
<b>Control Panel</b>	2-line back lit LCD graphic display; Buttons (OK, Menu, Cancel, Back); LED indicator lights (Attention, Ready)
<b>What's in the box</b>	Laser Jet Preinstalled Black Laser Jet Toner Cartridge (3100 pages); Getting Started Guide; Setup Poster; Support Flyer; Warranty Guide; Printer documentation and software on CD-ROM; Power Cord 1, USB Cord 1

### **UPS 2400V for PCs Local (Qty: 25, 50 Batteries)**

Specification	Local UPS 2400V (24VDC) with hybrid solar charging option, Input voltage rang 90-280 VAC and Batteries 200ah, overload and short circuit protection. LCD display.
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### **UPS for LAN/WAN DSL Connectivity and Fire-Wall for 13 sites (Qty: 13, 25 Batteries)**

Specification	Local UPS 1200V (12VDC) with hybrid solar charging option, Input voltage rang 90-280 VAC and Batteries 200ah, overload and short circuit protection. LCD display. Secure Fire wall (Firepower Series) and managed switches 48 ports
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### **Electricity Generators with Auto Switch Panel 5KVA (Q: 5)**

<b>Short Description</b>	EF5500FW, 5.5kVA Petrol Generator, 4-year warranty
<b>SKU</b>	EF5500FW
<b>GTIN (Global Trade Item Number)</b>	9334786003568
<b>Brands</b>	Yamaha
<b>kVA (Max Power)</b>	5.5 kVA
<b>Continuous Output</b>	5.0 kVA
<b>Frequency</b>	50Hz



<b>Voltage</b>	230 V
<b>Alternator Type</b>	Brushless condenser
<b>Engine</b>	OHV Air Cooled - MZ360
<b>Type</b>	4-Stroke
<b>Displacement</b>	357 cc
<b>Starting Method</b>	Auto start and Recoil
<b>Fuel Tank Capacity</b>	28 L
<b>Cont. Working Time</b>	17.5 hours at 25% load, 12 hours at rated load
<b>Fuel</b>	Petrol
<b>Noise @ 7m</b>	71 dBA (1/4 load)
<b>Output Type</b>	2 x 15A outlet with circuit breaker
<b>Product Dimensions (mm) LxWxH</b>	670 x 535 x 565mm (L x W x H)
<b>Net Weight (kg)</b>	80.0 Kg
<b>Wheel Kit</b>	2 Wheel Kit

### **SCOPE OF WORK**

- Delivery, installation and commissioning of supplied hardware.

**Office of the Accountant General AJ&K Muzaffarabad**

**Bidders Qualification & Evaluation Criteria for Specific Hardware**

**IFB-07, Procurement of Computer Hardware (PCs, Laptops, Cheque writers, LaserJet Printers, UPS for PCs and UPs for LAN/WAN Firewall/Switches.**

<b>S. No.</b>	<b>Description</b>
1	Bid Submitted in time
2	Bids were sealed and properly marked as per Instructions to bidders in Bidding document
3	Copy of Bid (original)
4	Authorization letter to participate in bid and Compulsory Bid Acceptance form (Form No 1 under Part One-Section I)
5	Bid Validity Period (120 days required)
6	Bid Security (03% of total Bid Price required)
7	Delivery Time Period (20 days)
8	NTN & GST Registration with ATL status (copy of certificate required)
9	OEM Authorization Certificate
10	Financial Statements (copy of last 02 years required)
11	Bidders past experience (Copy of Purchase Orders required)
12	Bidder capacity to deliver services & spare parts
13	No Litigation and black listing Certificate on letter head
14	Technical Specifications Compliance Sheet by bidder
15	Any bid found conditional, comprising condition of variation / fluctuation in dollar rate, overwriting, false/forged document, received late and/or not accompanied will be rejected as per AJ&K PPRA Rules 2017

**(A) Delivery Schedule Specific Items**

Sr. No	Items Description	Total Qty	* Delivery Time period	Delivery Station/Office
01	Personal Computers Quantity may increase decrease	75	Maximum 20 days	Accountant General AJ&K Office at Muzaffarabad
02	Laptop	04		
03	Cheque Writers	20		
04	Laser Jet Printers	30		
05	UPS 2400V for PCs Local	25		
06	UPS for LAN/WAN DSL Connectivity, Fire-Wall and Switches for 13 sites and Batteries.	13 each		
07	Electricity Generators with Auto Switch Panel 5KVA	05		

**Note:** Goods delivery time period of 20 days includes all days (work and off work days i.e., including public holidays)

**Signature of the bidder**

**(B) Price Schedule Specific Items**

Sr. No	Items Description	Total Qty	Make /Model/ Origin	Unit Price (DDP) with all taxes & duties etc	Total Price (DDP) with all taxes & duties etc
01	<b>Personal Computer.</b> Intel® 8th generation Core™ i7 Quad Core™ 8GB, up to 4 DIMM slots; Non-ECC dual-channel 1600MHz DDR4 SDRAM, supports up to 16GB. Hard Disk Drives: up to 1TB; Supports Hybrid and Solid-State Drive DVD-RW Super Multi SATA Integrated Intel® I217LM Ethernet LAN 10/100/1000; supports optional wireless 802.11n card Microsoft Windows 10 standard 64bit Licensed Microsoft Office 2019 Professional Plus Licensed Licensed for three years.				
02	<b>Laptop.</b> Intel® 8th generation Core™ i7 Quad Core™ 8GB DDR4 1TB HDD 5400 RPM DVD-RW Super Multi SATA On board Gigabit Ethernet Microsoft Windows 10 standard 64bit Licensed Microsoft Office 2019 Professional Plus Licensed Licensed for three years				
03	<b>Cheque Writer</b> Serial Impact Dot Matrix Method 24 Pin High Speed Draft: 10.0 cpi, 12.0 cpi, 17 cpi Draft: 10.0 cpi, 12.0 cpi, 15.0 cpi, 17.1 cpi, 20.0 cpi Letter Quality: 10.0 cpi, 12.0 cpi, 15.0 cpi, 17.1 cpi, 20.0 cpi, Proportional Tractor feeder (Front), Tractor feeder (Rear), Tractor feeder (Bottom), Manual (Top), Manual (Front), Cut sheet feeder (Rear)				
04	<b>LaserJet Printer</b> Auto-duplex printing, Apple Air Print™, Instant-on Technology, Auto-On/Auto-Off technology, Job Storage with PIN printing. Network Ready				
05	<b>UPS 2400V for PCs Local</b> Local UPS 2400V (24VDC) with hybrid solar charging option, Input voltage rang 90-280 VAC and Batteries, overload and short circuit protection. LCD display.				
06	<b>UPS for LAN/WAN DSL Connectivity, Fire-Wall and Switches for 13 sites</b> Local UPS 1200V (12VDC) with hybrid solar charging option, Input voltage rang 90-280 VAC and Batteries, overload and short circuit protection. LCD display. Secure Fire wall (Firepower Series) and managed switches 48 ports				

07	<b>Electricity Generators with Auto Switch Panel 5KVA (Q: 5)</b> EF5500FW, 5.5kVA Petrol Generator, 4-year warranty, Type 4-Stroke, Auto start/Recoil, Two Wheel kit, Fuel Tank Capacity 28L and working time 12 hours at rated load				
	<b>GRAND TOTAL BID PRICE- (with taxes &amp; duties etc)</b>				PKR.....
	<b>Total Bid Security</b>				PKR.....
	<b>Bid Security (Accepted/Rejected)</b>				PKR.....

**Signature of the bidder**

**i) Contact for Tender/IFB Queries:**

**Mir Asghar,**  
 Deputy Accountant General  
 Office of the Accountant General AJ&K Muzaffarabad  
 Ph No. 05822-920635, 03005045746, 0347007776

**ii) Contact Technical Persons for Technical Queries:**

**Sardar Muhammad Ayub Khan,**  
 SAP Co-ordinator,  
 Office of the AGAJK, Islamabad.  
 Ph No. 05822-920802, 03410777772  
 Email: [mr03558100518@gmail.com](mailto:mr03558100518@gmail.com)

## PART TWO- SECTION I

### **IMPORTANT NOTE FOR BIDDERS:**

1) Kindly note that transportation, supply, assembly, Installation, configuration, testing (Operational Acceptance Testing), support (SLA, if applicable) etc of the Hardware, Software, Machinery & Equipment will be the responsibility of successful bidder/contractor.

2) **It is further added that equipment to be supplied by the successful bidder should be brand new and not be refurbished and duly manufactured by the Original Equipment Manufacturer (OEM) in same financial year. If supplier provides any refurbished item, the firm shall be black listed and heavily penalized as decided by the head of the office. Bidder/Supplier shall provide a certificate that all items are brand new/unused/unopened. The supplier will attach import documents as proof of new/fresh procurement.**

3) If sales tax is exempted, increased or decreased, dollar fluctuation occurs during bids evaluation, any bidder can withdraw its bid only prior to the bid opening without forfeiting its bid security, however, after bids opening no bidder can withdraw, change its bid or bid price and in case of withdrawal or non-acceptance of work award its whole bid security shall be forfeited. Un conditional discount could be mentioned in the bid by any bidder while submitting bid for one or more items and its bid price after discount will be considered for bid evaluation.

4) The Competent Authority reserve the right to carry out the pre-inspection prior to award of the contract and post inspection of the hardware, machinery and software may also be carried out to ensure genuineness and conformity of the products as per required specifications and performance, quality standards of the Original Equipment Manufacturer and same may be verified from the OEM/OSP. The Competent Authority also reserve the right to cancel the work award/contract at any time (prior to the contract award or after contract award) if it comes to the knowledge with evidence before the concerned committee and approving authority that reflect the ineligibility of the qualified bidder, Therefore, in any case, if non-compliance, grave irregularity, violation of AJ&K PPRA Rules and other Government rules is identified or revealed at any stage even if the contract has been awarded, the performance security shall be forfeited (in whole) and contract award may be cancelled, along with imposition of additional penalty or blacklisting as per AJ&K PPRA Rules or both may be implemented at the same time, as the case be approved by the Competent Authority.

5) Any bid found conditional, comprising condition of variation/fluctuation in dollar fluctuation rate, over writing, false/forged document, received late and/or not accompanied or less than required percentage of bid security money of the total bid price of all quoted items by the bidder will be rejected as per AJ&K PPRA Rules 2017.

**Signature by bidder**

# Instructions to Bidders (ITB)

## A. Introduction

1. **Source of Funds**
  - 1.1 The Government of AJ&K through procuring agency named in the Bid Data Sheet intends to apply a portion of the approved budget by the Ministry of Finance to eligible payments under the contract for which this Invitation for Bids is issued.
  - 1.2 Payment by the AG AJ&K will be made only at the request of the procuring agency and upon approval by the Competent Authority and will be subject in all respects to the terms and conditions of contract agreement.
2. **Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all suppliers from eligible source of countries and as per ***Guidelines of the AJ&K Public Procurement Regulatory Authority (PPRA)***. **However joint venture cases will not be accepted.**
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
  - 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
  - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the AJ&K PPRA in accordance with Rule 2 and 19 of AJ&K PP Rules 2017.
3. **Eligible Goods and Services**
  - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *Public Procurement Regularity Authority Rules & Regulations, Guidelines for Procurement*, and all expenditures made under the contract will be limited to such goods and services.

- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

#### 4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### B. The Bidding Documents

#### 5. Content of Bidding Documents

- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet (BDS)
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Qualification Criteria and Bid Evaluation Criteria
  - (f) Delivery Schedule, Price Schedule & Technical Specifications
  - (g) Sample format of all Securities:**
    - (i) Bid Acceptance Form **(Form No. 1)**
    - (ii) Bid Security Form **(Form No. 2)**
    - (iii) Contract Agreement Form **(Form No. 3)**
    - (iv) Performance/Advance Payment Security Form **(Form No. 4)**
    - (v) Manufacturer’s Authorization Form **(Form No. 5)**
    - (vi) Integrity pact (Not Applicable for procurement below Rs.10 million)
    - (vii) Non-Disclosure Agreement (NDA)
    - (viii) Check list of bidding documents for submission with bid.
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding



documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**6. Clarification of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than minimum three to seven days (03 to 07) days and maximum up to 15 days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

**7. Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be bidding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

**C. Preparation of Bids**

**8. Language of Bid**

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**9. Documents Comprising the Bid**

9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;

- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

#### **10. Bid Form**

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

#### **11. Bid Prices**

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The term DDP (Delivered Duty Paid), shall be governed by the rules prescribed by the Federal Government/Public agency/PPRA etc.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

- 12. Bid Currencies** 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 13. Documents Establishing Bidder's Eligibility and Qualification**
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet **OR**
  - (e) Alternative Evaluation criteria as per mentioned in the bid data sheet as per ITB clause 13.3 (e) shall be used by the Purchase & Procurement Committee of Directorate General MIS, CGA keeping in view the time constraint in case of large number of bids are received.
- 14. Documents Establishing Goods' Eligibility and** 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

**Conformity to Bidding Documents**

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**15. Bid Security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
- (b) a Bank draft, pay order; or
- (c) Irrevocable cashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon signing of the contract by the Bidder, pursuant to ITB Clause 32, and furnishing the performance guarantee, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with ITB Clause 32;
  - or**
  - (ii) to furnish performance guarantee in accordance with ITB Clause 33.

**16. Period of  
Validity of  
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser 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 (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

**17. Format and Signing of Bid**

17.1 The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID," as appropriate.

17.2 The original copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**D. Submission of Bids**

**18. Sealing and Marking of Bids**

18.1 The Bidder shall seal the original bid duly marking the envelopes as "ORIGINAL" The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
- (b) bear the Organization name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification and Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

**E. Opening and Evaluation of Bids**

**22. Opening of Bids by the Purchaser**

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

**23. Clarification of Bids**

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. Preliminary Examination**

24.1 The Purchaser 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.

24.2 Arithmetical errors will 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 Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.



24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Evaluation  
and  
Comparison  
of Bids**

25.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Purchaser's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

25.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;

- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by Purchaser to the delivered duty paid (DDP) price at the final destination.

- (b) *Delivery schedule.*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**or**

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

- (iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

**or**

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**or**

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

**or**

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

- (e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- (f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- (g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

**or**

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

- (h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

**Alternative**

25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

*[In the Bid Data Sheet, choose weight-age from the range]*

Evaluated price of the goods	0 to 40
Technical features, and O&M Cost and availability of service and spare parts	0 to 60
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

**26. Contacting the Purchaser**

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**27. Post-qualification**

- 27.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Purchaser's Right to Vary Quantities at Time of Award**
- 29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Purchaser's Right to Accept any Bid and to Reject any or All Bids**
- 30.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance guarantee pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

**33 Performance guarantee**

33.1 Within Fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the Performance guarantee Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, performance guarantee, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

**34. Corrupt or Fraudulent Practices**

34.1 The procuring Agencies (including beneficiaries), as well as Bidders/Suppliers/Contractors under GOP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the PPRA:

- i) defines, for the purposes of this provision, the terms set forth below as follows:
- ii) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agencies, and includes collusive practice 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;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOP financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent

practices in competing for, or in executing, a GOP financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.



## Special Conditions of Contract (S.C.C)

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: **Office of the Accountant General AJ&K Muzaffarabad.**

GCC 1.1 (h)—The Purchaser's country is: **The Islamic Republic of Pakistan.**

GCC 1.1 (i)—The Supplier is:

### 2. Country of Origin (GCC Clause 3)

All eligible countries and territories authorized by the Government of Pakistan or PPRA/Public/Governing body/department for the Provisions of Goods, Works, and Services in GOP Financed Procurements.

### 3. Performance guarantee (GCC Clause 7)

GCC 7.1—The amount of performance guarantee, as a percentage of the Contract Price, shall be: **10 % of the Contract Price.**

GCC 7.4—The Performance guarantee will be required **till completion of the Supplier's warranty obligations in accordance with Clause GCC 15.2.**

### 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—(a) Successful delivery certificate duly verified by the AG AJ&K Representative or Designated Technical person.

----(b) Satisfactory Performance Certificate/OAT Report duly verified by Technical Expert FABS (i.e. Team Lead Basis) is required to prove successful proof of Operational Acceptance. Operational Acceptance Test may be conducted within four (04) weeks of successful delivery and installation (where applicable) of equipment and machinery unless any delay occurs in installation and configuration of hardware due to technical issue arises beyond control of the parties to the contract agreement.

### 5. Delivery and Documents (GCC Clause 10)

a) Successful delivery certificate duly verified by the respective offices shall be provided for delivery with detailed specifications.

(b) Satisfactory Performance Certificate/OAT Report duly verified by Technical Expert i.e Team Lead Basis is required to prove successful proof of Operational Acceptance Testing (OAT).

## **6. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage and no additional cost of insurance will be paid for that purpose. It must be inclusive in quoted bid price by the bidder.

## **7. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided in the Total Bid Price.

## **8. Spare Parts (GCC Clause 14)**

GCC 14.1—Additional spare parts requirements are: All additional equipment/ Software (as per the Schedule of requirements & Technical Specifications).

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, not later than Two (02) weeks in case of local and Eight weeks (08) of placing the order in case of imported product.

## **10. Warranty (GCC Clause 15)**

### **GCC 15.1**

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

### **GCC 15.2**

A comprehensive on sites standard warranty with free spare parts and labor shall remain valid for the hardware as mentioned in Schedule of Requirements under Section IV from the OAT date for the supplied Goods, Software, Machinery or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. A warranty certificate or original manufacturer warranty certificate in this regard must be provided by the supplier on letter head.

**GCC 15.4**

Upon receipt of such notice, the Supplier shall, within 48 hours with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

**GCC 15.5**

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in 15.4 above within a reasonable period, 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.

**11. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods and Services supplied:**

Payment shall be made in Pak. Rupees in the following manner:

- (i) **On Delivery and Acceptance: Hundred (100%)** percent of the Contract Price of the Goods, services shall be paid upon timely delivery of Hardware, Software and successful OAT of hardware, Machinery software and allied equipment at destination sites given in the schedule of requirement within thirty days of submission of invoices duly verified by the respective offices for delivery supported by the acceptance certificate issued by the Member Technical (Team Leader Basis).
- (ii) 100% Payment shall be made with the approval of the Competent Authority subject to securing public interest and fulfilling codal formalities with respect to Active Tax Payer list (i.e. at the time of payment name of the contractor must be appearing in ATL, otherwise payment shall not be processed till such time contractor name does not appear in Active Tax Payer List-ATL) and compliance of filing of yearly Income/Sales Tax return (FY 2018-19 or FY 2019-20) and clearance regarding payment of professional tax as per FBR/PRA policy. Failing to comply with contract terms & conditions and delivery of goods & services/successful OAT as per Schedule of delivery in Section IV shall confer rights to the Directorate General MIS for encashment of security amount and take legal course of action as per AJ&K Public Procurement Regulatory Authority Rules 2017. Contractor shall not claim in any court of law on breach of contract upon

non-delivery/defective supply of equipment/software /services other than agreed terms and conditions of the contract.

## 12. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate of Liquidated Damages: 2% to 10% of overall contract per week.

Maximum deduction: Maximum deduction: (10) percent of the total Contract Price to be approved by the Competent Authority.

## 14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

Rule 48 of the AJ&K Public Procurement Rules, 2017 provides that in case a bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within fifteen days of the bid evaluation report. Rule 48 is given below: -

### ***Rule 48: Redressal of grievances by the procuring agency.-***

***(1) The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.***

***(2) 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 fifteen days after the announcement of the bid evaluation report under rule 35.***

***(3) The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.***

***(4) Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.***

***(5) Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.***

In case a dispute between the Purchaser and the Supplier is not resolved, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be English/Urdu.

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

**17. Notices (GCC Clause 31)**

GCC 31.1—Purchaser's address for notice purposes:

**Office of the Accountant General AJ&K Muzaffarabad,  
Ph No: 92-05822-920802 Fax: 92-05822-920635**

—Supplier's address for notice purposes:

# General Conditions of Contract

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- i) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (a) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - ii) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
  - iii) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - iv) "GCC" means the General Conditions of Contract contained in this section.
  - (b) "SCC" means the Special Conditions of Contract.
  - (c) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
  - (d) "The Purchaser's country" is the country named in SCC.
  - v) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - (e) "The PPRA" means the Public Procurement Regulatory Authority and "SBP" mean State Bank of Pakistan.

(f) "The Directorate MIS," where applicable, means the place or places named in SCC.

(g) "Day" means calendar day.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the PPRA, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Federal Dept./Agency.** 5.1 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.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser

and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so, required by the Purchaser.

- 5.4 The Supplier shall permit the Directorate General (MIS), CGA to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors, if so, required by the Dept.

**6. Patent Rights**

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

**7. Performance guarantee**

- 7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance guarantee in the amount specified in SCC.

- 7.2 The proceeds of the performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

- 7.4 The performance guarantee will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods 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 representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of

Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the Federal Board of Revenue, Islamabad, Pakistan.

10.3 Documents to be submitted by the Supplier are specified in SCC.

### **11. Insurance**

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.

### **12. Transport ation**

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

### **13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- i) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (ii) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- iii) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- iv) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- v) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up,

operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

#### **14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- i) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- ii) in the event of termination of production of the spare parts:
  - iii) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - iv) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months to 36 months as per standard warranty period mentioned in the Delivery Schedule under Section IV of the Bidding document after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, 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.

## **16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 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 Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

## **18. Change Orders**

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;'

- ii. the method of shipment or packing;
- iii. the place of delivery; and/or
- iv. the goods and Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Supplier's Performance**

22.1 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 Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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.

22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, 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, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- i) 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 22; or
- ii) if the Supplier fails to perform any other obligation(s) under the Contract.
- iii) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring

agencies, and includes collusive practice 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.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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.

**25. Force  
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, 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.

25.2 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.

25.3 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.

**26. Termination  
for  
Insolvency**

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

**27. Termination  
for  
Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that

termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- i) to have any portion completed and delivered at the Contract terms and prices; and/or
- ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1 The Purchaser 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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 specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in SCC.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified in SCC.



31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**Sample Forms**  
**(To be used after contract award)**

1. BID SECURITY FORM .....
2. CONTRACT FORM .....
3. PERFORMANCE GUARANTEE FORM.....
4. MANUFACTURER'S AUTHORIZATION FORM.....
5. Integrity Pact Form (for contracts over Rs.10 Million only)
6. NON-DISCLOSURE AGREEMENT .....

## 2. Bid Security Form

Whereas ***[name of the Bidder]*** (hereinafter called “the Bidder”) has submitted its bid dated ***[date of submission of bid]*** for the supply of ***[name and/or description of the goods]*** (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE ***[name of bank]*** of ***[name of country]***, having our registered office at ***[address of bank]*** (hereinafter called “the Bank”), are bound unto ***[name of Purchaser]*** (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

***[signature of the bank]***

### 3. Contract Agreement Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2021 \_\_\_\_\_ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

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 Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
  - (g) Non-Disclosure Agreement
  - (h) the Integrity Pact
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

#### 4. Performance Guarantee Form

To: *[name of Purchaser]*

WHEREAS ***[name of Supplier]*** (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. ***[reference number of the contract]*** dated \_\_\_\_\_ to supply *[description of goods and services]* (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2021\_\_\_\_\_.

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

**5. Manufacturer's Authorization Form**  
(Preferable)

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: [***name of the Purchaser***]

WHEREAS [***name of the Manufacturer***] who are established and reputable manufacturers of [***name and/or description of the goods***] having factories at [***address of factory***].

do hereby authorize [***name and address of Agent***] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [***reference of the Invitation to Bid***] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

---

*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

**6.Integrity Pact form (Not Applicable)**

(To be provided for procurement worth above Rs.10 Million as per AJ&K PPRA requirement)

**(Copy enclosed)**

**07-VENDOR/SUPPLIER**  
**CONFIDENTIALITY AGREEMENT**

This Vendor/Supplier Confidentiality Agreement (“Agreement”) is made and entered into on this day of \_\_\_\_\_, 2021 by and between, \_\_\_\_\_, the principal address of which is \_\_\_\_\_, (“Recipient”) and OFFICE OF THE ACCOUNTANT GENERAL AJ&K.

Both the Recipient and the OFFICE OF THE ACCOUNTANT GENERAL AJ&K may hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS** the Recipient and OFFICE OF THE ACCOUNTANT GENERAL AJ&K are parties to a Vendor/Service Agreement dated \_\_\_\_\_.

**WHEREAS FURTHER** it is the intention of the parties to adopt measures for protection against unauthorized disclosure and/or use of the Confidential Information (defined below):

1. For the purposes of this Agreement, “Confidential Information” shall mean any information disclosed by OFFICE OF THE ACCOUNTANT GENERAL AJ&K, whether in writing, orally, visually or otherwise, including but not limited to business plans, financial, sales, marketing and operational information, technical data, trade secrets, know-how, ideas and concepts of OFFICE OF THE ACCOUNTANT GENERAL AJ&K or third parties. Confidential Information excludes, however, information which: (i) is or becomes known or available to Recipient without restriction from a source other than OFFICE OF THE ACCOUNTANT GENERAL AJ&K with a legal right to disclose the same to Recipient; (ii) is, or without violating the terms of this Agreement becomes, generally available to the public; or (iii) is developed by Recipient independently of the information disclosed hereunder.
  
2. With respect to all Confidential Information disclosed hereunder, Recipient agrees that from and after the date of this Agreement, Recipient shall not:
  - a. use the Confidential Information except for purposes of its business relationship with OFFICE OF THE ACCOUNTANT GENERAL AJ&K (the “Authorized Purpose”), or
  - b. disclose the Confidential Information to any third party except: (i) for directors, officers, managers, employees, consultants, contractors and professional advisors of Recipient, (collectively its “Representatives”), if any, who need to know the Confidential Information for the Authorized Purpose and who are subject to an existing obligation to, or enter into an agreement with, Recipient not to disclose Confidential Information; and (ii) as may be authorized in writing in advance by an officer of OFFICE OF THE ACCOUNTANT GENERAL AJ&K.
  
3. Recipient shall require its Representatives, if any, who receive any Confidential Information to comply with the terms and conditions of this Agreement and Recipient shall be responsible for their compliance herewith. Recipient shall use at least the same degree of care to protect the confidentiality and ensure the



proper use of the Confidential Information as Recipient uses with respect to its information of a similar kind or nature, but in no event less than reasonable care.

4. OFFICE OF THE ACCOUNTANT GENERAL AJ&K grants no rights in or to the Confidential Information. All Confidential Information shall remain the sole property of OFFICE OF THE ACCOUNTANT GENERAL AJ&K.
5. No contract or agreement providing for any transaction or any commitment to enter into a transaction shall be deemed to exist by reason of this Agreement.
6. Any provision to the contrary notwithstanding, Recipient's obligations under this Agreement, are subject to any disclosure requirement of law, regulation or legal process, but only to the extent of such requirement. Recipient shall promptly notify OFFICE OF THE ACCOUNTANT GENERAL AJ&K of any such requirement, cooperate fully with OFFICE OF THE ACCOUNTANT GENERAL AJ&K's requests to prevent or minimize the effect of such disclosure, and make all reasonable efforts to have such disclosures placed under a protective order or otherwise obtain confidential treatment of the Confidential Information.
7. **THE CONFIDENTIAL INFORMATION IS DISCLOSED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTEE, OR INDUCEMENT OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF COMPLETENESS, ACCURACY, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR PURPOSE.**
8. Upon OFFICE OF THE ACCOUNTANT GENERAL AJ&K's written request, Recipient shall promptly: (i) deliver to OFFICE OF THE ACCOUNTANT GENERAL AJ&K and cease to use all Confidential Information in Recipient's (including its Representatives') possession, custody or control; or (ii) destroy the same and delete all electronic records containing the Confidential Information, provided that OFFICE OF THE ACCOUNTANT GENERAL AJ&K may require Recipient to certify in writing such destruction and deletion.
9. Recipient agrees that money damages would not be a sufficient remedy for breach of this Agreement and that, in addition to all other remedies, OFFICE OF THE ACCOUNTANT GENERAL AJ&K shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.
10. This Agreement sets forth the complete and exclusive statement of the parties' agreement with respect to the subject matter hereof. This Agreement may not be waived or modified except pursuant to a written agreement signed by the parties. Any waiver or forbearance on one occasion shall have no effect on any other occasion.
11. Any provision hereof which is found to be unenforceable or contrary to applicable law shall be deemed stricken from this Agreement and the other terms and conditions hereof shall remain in full force and effect.

12. This Agreement shall bind and benefit the parties and their respective successors and assigns. Recipient's obligations under this Agreement shall survive any termination hereof.

13. All disputes/controversies arising out of or in connection with this Agreement shall be resolved by the Parties through amicable negotiations. The Parties hereto unconditionally submit to the jurisdiction of District Courts of Muzaffarabad for the interpretation and enforcement of this Agreement.

**IN WITNESS WHEREOF**, Parties have executed this Agreement in duplicate each of which shall be considered original, as of the day, month and year first above mentioned.

\_\_\_\_\_  
**(Recipient Name)**

\_\_\_\_\_  
ACCOUNTANT GENERAL AJ&K

\_\_\_\_\_  
**Name:**  
**CNIC #**

\_\_\_\_\_  
**Name:**  
**CNIC #**