**Bidding Document**

**EDF/PROC/ADMIN/2019-2020**

**PROCUREMENT OF IT-EQUIPMENT FOR EXPORT DEVELOPMENT FUND**

[](http://www.edf.gov.pk/)

[Export Development Fund](http://www.edf.gov.pk/)

***Ministry of Commerce***

EDF Secretariat, Ministry of Commerce 2nd Floor  
FPCCI Capital House, Sector G-8/1  
Mauve Area, Islamabad

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### Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without any discrepancy. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The valid documentary evidences as detailed hereinafter should be submitted by the Bidder for preliminary and detailed examination.

**Applicability of Public Procurement Rules, 2004**

This Bidding Process will be governed under Public Procurement Rules, 2004 as amended from time to time and following instructions of PPRA. In case any clause, term or condition of this bidding document is in conflict with PPRA, the provisions given in PPRA will prevail.

**INVITATION TO BID**

### 1.1 Public Procurement Rules, 2004 to be followed

**1.1.1** Public Procurement Rules, 2004 will strictly be followed. These may be obtained from PPRA’s website.

**1.1.2** "Rule" means a Rule under the Public Procurement Rules, 2004

### 1.2 Mode of Advertisement(s)

**1.2.1** As per rule (12) (2) All procurement opportunities over two million rupees should be advertised on the Authority's website as well as in other print media or newspapers having wide circulation. The advertisement in the newspapers shall principally appear in at least two national dailies, one in English and the other in Urdu.

### 1.3 Type of Open Competitive Bidding

**1.3.1** As per Rule 36(b) of Public Procurement Rules, Single Stage – Two Envelope Bidding Procedure shall be followed.

##### The bid shall be a single package consisting of two separate envelopes, containing the financial and the technical proposals separately.

1. The envelopes shall be marked as “FINANCIALPROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
2. Initially, only the envelope marked “TECHNICAL PROPOSAL “shall be opened;
3. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
4. 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;
5. During the technical evaluation no amendments in the technical proposal shall be permitted;
6. After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
7. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
8. The bid found to be the lowest evaluated bid shall be accepted.

**1.3.2** In case of equal financial bids submitted by different bidders at the time of financial opening, bid of the bidder who has more experience shall be given preference and will be selected. Experience will be calculated from the date of registration with FBR for NTN. In case bidders are registered on same day, one with highest financial soundness as per transactions in bank statement of the past two financial years will be preferred and selected.

**INSTRUCTIONS TO BIDDERS (ITB)**

### 2.1 Bidding Details

**2.1.1** All bids must be accompanied by Bid Security, as per provisions of this Bidding document clause “Bid Security” in favor of **“Export Development Fund”**. The complete, bids as required under this Bidding document, must be delivered into at Export Development Fund Secretariat, not later than **21st May, 2020** 11am. Late bids shall not be accepted.

**2.1.2** Technical bids shall be publicly opened in Export Development Fund at 12:00 noon.

**2.1.3** Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods must be received in writing to the Procuring Agency. All queries shall be responded to within due time.

**2.1.4** The bidder shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this bidding document.

**2.1.5** It must be clearly understood that the Specifications, Terms and Conditions are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.

**2.1.6** The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency under this contract.

**2.1.7** The Primary and Secondary contacts for all correspondence in relation to this bid are as follows:

## Primary Contact

Name: Syed Ejaz Ali Shah

Designation: Deputy Director HR & Admin

Contact No: 051-9107428-33

Email: ejaz.shah@edf.gov.pk

## Secondary Contact

Name: Aman Ullah

Designation: Officer IT

Contact No: 051-9107428-33

Email: amanullah@edf.gov.pk

**2.1.8** Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

**2.1.9** Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

**2.1.10** Failure to supply required Goods within the specified time period may invoke penalty as specified in this document.

**TERMS AND CONDITIONS OF THE TENDER**

### 3.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

**3.1.1** “Bid” means a tender, or an offer, in response to an invitation, by a person consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;.

**3.1.2** “Bidder” means a person who submits a bid;

**3.1.3**  “Competitive bidding” means a procedure leading to the award of a contract whereby all the interested persons, firms, companies or organizations may bid for the contract and includes both national competitive bidding and international competitive bidding;

**3.1.4** “Written” means written in form of email or hard copy.

### 3.2 Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring Agency, the same shall be:

**3.2.1** In writing;

**3.2.2** Issued within reasonable time;

**3.2.3** Served by sending the same by email/ courier/ post/ dispatch rider to their principal office in Pakistan or such other address as they shall notify for the purpose; and

**3.2.4** The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

### 3.3 Bid Scope

**3.3.1** Export Development Fund (EDF) intends to procure the following Item(s):-

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Item Description** | **Quantity** |
| 1 | Desktop Computer System | 02 |
| 2 | Laptop | 01 |
| 3 | Smart LED TV 65” (Original) | 01 |
| 4 | Smart Scanners (ADF) | 05 |
| 5 | Air conditioners 1.5 ton | 05 |
| 6 | Standing Units (4 ton) | 02 |

**3.3.2** Quality of the goods delivered shall be as per provided specifications and details or better than those. Contractor(s) will be responsible to provide defect free and brand-new goods.

**3.3.3** The goods bearing any defect, inferior in quality or not meeting the specifications given in this bidding document will not be accepted and no payment shall be made against such goods. Contractor will be bound to replace such goods onsite without any additional payment. In case of inferior quality goods, the performance guarantee may also be forfeited.

**3.3.4** Complete installation and commissioning will be the responsibility of the successful bidder.

### 3.4 ELIGIBILITY CRITERIA

Eligible Bidder is a Bidder/ Bidder who:

**3.4.1** Is an active tax payer of National Tax (NTN) and General Sales Tax (GST)

**3.4.2** Provides copies of two work orders etc. signed in FY 2017-18 or FY 2018-19

**3.4.3** Has submitted bid security in form of a PO / CDR / DD / BC in favor of Export Development Fund up to two per cent (02%) of the price of procurement as estimated by the bidder;

**3.4.4** Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan;

**Note**: Verifiable documentary proof for all above requirements is mandatory, noncompliance shall lead to disqualification. Noncompliance of any term or condition mentioned in the relevant Invitation to bid Notice or bidding document shall also lead to disqualification.

### 3.5 Cost Related to Preparation and Submission of Bid

The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Bid(s) and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses.

### 3.6 Examination of the Bidding Document

The Bidder is expected to examine the Bidding Document, including all instructions and terms and conditions.

### 3.7 Clarification of the Bidding Document

### 3.7.1 The Bidder may require further information or clarification of the Bidding Document in writing.

### 3.8 Amendment of the Bidding Document

**3.8.1** The Procuring Agency may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).

**3.8.2** The Procuring Agency shall notify the amendment(s) to the prospective Bidders.

**3.8.3** The Procuring agency may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the Bids as per PPRA rule.

### 3.9 Preparation/ Submission of Bid

The Bid and all documents relating to the Bid, submitted by the Bidder shall be in paper form. The bid shall be filled in and accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall completely filled in, stamped and signed by the Bidder or its authorized representative.

This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by the bidder.

Technical and Financial Proposals will be considered incomplete if any of the following documents are missing from the submitted bids. Procuring Agency reserves the right and shall reject any bid submitted without any of the documents mentioned below:

#### 3.9.1 Technical Proposal shall comprise the following:

**3.9.1.1**Undertaking (All terms and conditions and qualifications listed anywhere in this Bidding

Document have been satisfactorily vetted and the bidder is not blacklisted anywhere.) (**Annexure- A**); **(On stamp paper of Rs.10/-)**

**3.9.1.2**Covering letter duly signed and stamped by authorized representative. (**Annexure-B**); **(On**

**Official letter head of the bidder);**

**3.9.1.3** Proof of active tax payer status of National Tax (NTN) and General Sales Tax (GST)

**3.9.1.4** Provides copies of two work orders etc. signed in FY 2017-18 or FY 2018-19

**3.9.1.5** Duly signed and stamped copy of bidding document to ensure that the participating bidder has read the Bidding document and agrees with all the terms and conditions mentioned therein. (Only the copy of the signed and stamped Bidding document issued by EDF to a representative of the participating bidder will be accepted. (The copy uploaded on PPRA website is just for information purposes and will not be accepted).

**3.9.1.6** Compliance with technical specifications of the applied lot(s) mentioned in **Annexure-C** on official letter head.

**3.9.1.7** Duly filled checklist at **Annexure-D.**

#### 3.9.2 Financial Proposals shall comprise the following:

Price Schedule (**Annexure-E**)

**Note**: Bid security can be enclosed with financial proposal.

**3.9.3** The bidder shall seal the Technical Proposal in first envelope duly marked as under:

### Technical Proposal

Bid No. [Number of Bid and Title]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

#### 3.9.4 The Bidder shall seal the Financial Proposal in second envelope duly marked as under:

### Financial Proposal

Bid No. [Number of Bid and Title]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

**3.9.5** The Bid shall be dropped by hand, courier or through registered mail to reach at EDF office not later than due date and time for submission of bids. No late bid shall be accepted.

### 3.10 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, making inquiries on income and sales tax to the concerned authorities of Income and Sales Tax.

### 3.11 Bid Price

The quoted price shall be:

**3.11.1** Best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

**3.11.2** In Pak Rupees;

**3.11.3** Inclusive of all taxes, duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, etc. (whichever is applicable);

**3.11.4** The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids;

**3.11.5** If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements mentioned in this document.

**3.11.6** Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed financial Proposal.

**3.11.7** The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates of direct taxes or structure of applicable direct taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

**3.11.8** The Contractor shall not charge prices for the Goods/ Services supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

**3.11.9** If the bidder quotes price of items/ services without inclusion of taxes, it would be considered that the bid is inclusive of all applicable taxes (NTN, GST, etc.).

**3.11.12** The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:

* If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the Bid Form, the amount which tallies with the Total Bid Price entered in the Price Schedule, shall govern.
* If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
* If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
* The Bid price as determined after arithmetic corrections shall be termed as the Corrected Total Bid Price which shall be binding upon the Bidder.
* Adjustment shall be based on corrected Bid Prices. The price determined after making such adjustments shall be termed as **Evaluated Total Bid Price.**
* The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Bid Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

### 3.12 Bid Security

The Bidder shall furnish the Bid Security as under:

**3.12.1** Shall be in the form of CDR / DD / PO / BC in the name of Export Development Fund;

**3.12.2** Personal cheque shall not be entertained in any case.

**3.12.3** Bidders are required to submit the bid securities for the respective lots as per the table given

below in favor of Export Development Fund, submitted bid security in form of a PO / CDR/

DD / BC in favor of Export Development Fund up to two per cent (02%) of the price of procurement as estimated by the bidder;

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Item Description** | **Quantity** |
| 1 | Desktop Computer System | 02 |
| 2 | Laptop | 01 |
| 3 | Smart LED TV 65” (Original) | 01 |
| 4 | Smart Scanners (ADF) | 05 |
| 5 | Air conditioners 1.5 ton | 05 |
| 6 | Standing Units (4 ton) | 02 |

**3.12.4** Denominated in Pak Rupees;

**3.12.5** The bid security shall be returned to the technically disqualified Bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful Bidder on furnishing the Performance Guarantee.

**3.12.6** Bid security will not be adjustable against any payment or performance guarantee.

**3.12.7** Export Development Fund is not responsible to pay any interest/ benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization;

**3.12.8** Bid security submitted by a bidder may be forfeited if:

* The bidder has found involved in the concealment of facts.
* Any false / misleading information is provided in the submitted bid.
* Bidder backs out from fulfilling the obligations of bid after opening of the bid.

### 3.13 Bid Validity

The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid. The Procuring Agency may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security

### 3.14 Modification/ Withdrawal of the Bid

**3.14.1** The Bidder may, by written notice served on the Procuring Agency, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bid.

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

### 3.15 Clarification of the Bid

The Procuring Agency shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the Bidder(s). The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid. Acceptance of any such correction is sole discretion of the Procuring Agency.

### 3.16 Eligible Goods and Services

All goods and related services to be supplied under the contract shall be imported (if necessary) via eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “(e)“goods” means articles and objects of every kind and description including raw materials, products, equipment, machinery, spares and commodities in any form and includes services incidental to installation, transport, maintenance and similar obligations related to the supply of goods if the value of these services does not exceed the value of such goods;

**3.17 Determination of Responsiveness of the Bid**

The Procuring Agency shall determine the substantial responsiveness of the Bid to the Bidding document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

**3.17.1** Meets the eligibility criteria given herein this Bidding document;

**3.17.2** Offers fixed price for all goods as per Price Schedule;

**3.17.3** Conforms to all written terms and conditions issued by Procuring Agency in reference to this bidding procedure.

**3.17.4** A material deviation or reservation is one which affects the scope, quality of goods or limits the Procuring Agency's rights or the Bidder's obligations under the Contract.

**3.17.5** The Bid determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

### 3.18 Rejection and Disqualification of the Bid

In terms of Rule 33(1) of the Public Procurement Rules 2004 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 immediately give notice of rejection of bid(s) to all bidders. On request by the bidders, the Procuring Agency shall intimate the reasons of rejection of bids but will incur no liability on this account nor is required to justify the rejection of bids.

**3.18.1** Substantially non-responsive in a manner prescribed in this document especially to the clause **‘Determination of Responsiveness of the Bid’**; or

**3.18.2** Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or

**3.18.3** Incomplete, partial, conditional, alternative, late; or

**3.18.4** The Bidder has conflict of interest with the Procuring Agency; or

**3.18.5** The Bidder tries to influence the Bid evaluation/ Contract award; or

**3.18.6** The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;

**3.18.7** The Bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;

**3.18.8** The Bidder fails to meet the Technical and financial evaluation of Proposal;

**3.18.9** There is any discrepancy between bidding documents and bidder’s proposal i.e. any nonconformity, inconsistency, informality or irregularity in the submitted bid.

**3.18.10** The Bidder submits any financial condition as part of its bid which is not in conformity with bidding document.

### 3.19 TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

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

**3.19.1** During the technical evaluation no amendments in the technical proposal shall be permitted;

**3.19.2** The Bidders conforming to all written terms and conditions issued by procuring agency in lieu of this bidding procedure in form of, respective bid document, invitation to bid notice, , corrigendum, addendum, etc. (whichever applicable) will be considered for financial evaluation.

**3.19.3** After evaluation of the technical proposals, financial proposals of the technically responsive bids will be opened, publically at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;

**3.19.4** The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;

### 3.20 Award Criteria

The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per PPRA rules and fulfilling all formalities mentioned in the relevant Invitation to Bid and this Bidding Document.

### 3.21 Acceptance Letter and Work Order

As per provisions of Rule (44) of Public Procurement Rules, 2004, the Procuring Agency shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation. Work Order will be issued after issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract.

### 3.22 Redressed of Grievances by the Procuring Agency

(To be submitted by the Contractor on a Legal Stamp Paper)

TERMS & CONDITIONS OF THE CONTRACT

**Contract Title:**

**[Name of Contractor]**

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **Export Development Fund** (the “Procuring Agency”), on one part,

and

**[full legal name of Contractor & Address],** on the other part severally liable to the Procuring Agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

# RECITALS

WHEREAS,

1. The Procuring Agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the Goods/ Services as described in the contract.
2. The Procuring Agency has requested the Contractor to certain supply of Goods/ Services as described in the relevant Invitation to Bid and Bidding Document; and
3. The Contractor, having represented to the Procuring Agency that it has the required professional skills, personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Procuring Agency to supply the Goods/ Services and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.
2. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods/Services and remedying of damage therein.
3. The following shall be deemed to form and be read and construed as part of this Contract:

* 1. The Bidding Document
  2. Terms and Conditions of the Contract
  3. Bidder’s Proposal
  4. The Technical Specifications
  5. Bid Form
  6. Price Schedule
  7. Affidavit(s)
  8. Performance Guarantee

1. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

### For Export Development Fund (EDF): For [full legal name of the Contractor]:

|  |  |  |  |
| --- | --- | --- | --- |
| Name :( As per CNIC) ----------------------- |  |  | Name :( As per CNIC) ------------------------- |
| Father Name: --------------------------------- |  |  | Father Name: ----------------------------------- |
| CNIC Number: -------------------------------- |  |  | CNIC Number: ---------------------------------- |
| Designation: ---------------------------------- |  |  | Designation: ------------------------------------ |
| Address: --------------------------------------- |  |  | Address: ----------------------------------------- |
| Signature: ------------------------------------- |  |  | Signature: ---------------------------------------- |
| Thumb Impression: -------------------------- |  |  | Thumb Impression: ---------------------------- |
|  |  |  |  |
| **WITNESSES:** |  |  | **WITNESSES:** |
| **(First Party)** |  |  | **(Second Party)** |
| Name: (As per CNIC) ----------------------- |  |  | Name: (As per CNIC) ----------------------- |
| Father Name: --------------------------------- |  |  | Father Name: --------------------------------- |
| CNIC Number: ------------------------------- |  |  | CNIC Number: ------------------------------- |
| Designation: ---------------------------------- |  |  | Designation: ---------------------------------- |
| Address: --------------------------------------- |  |  | Address: --------------------------------------- |
| Signature: ------------------------------------- |  |  | Signature: ------------------------------------- |
| Thumb Impression: -------------------------- |  |  | Thumb Impression: -------------------------- |

**GENERAL CONDITIONS OF CONTRACT**

### 4.1 Performance Guarantee

The successful contractor shall furnish Performance Guarantee as under:

**4.1.1** After the receipt of the Acceptance Letter from the Procuring Agency;

**4.1.2** In the form of CDR / PO/ DD / BC issued by a scheduled bank operating in Pakistan;

**4.1.3** Personal or business cheque shall not be entertained in any case;

**4.1.4** Will be retained for the (01) one year from the date of accepting final delivery;

**4.1.5** In Pak Rupees;

### 4.9 Delivery

**4.9.1** Contractor has to ensure delivery and installation of goods within 15 days after issuance of Acceptance Letter.

**4.9.2** Delivery of all items shall be made at EDF Office.

**4.9.3** The Contractor shall provide the required Goods all the safety which is sufficient to prevent the damage or deterioration during storage and transit to their final destination as indicated in the Contract. The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Goods is completed.

**4.9.4** The Contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery. If it shall appear to the Procuring Agency that the Goods/Services have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the right items of the

**4.9.5** The Contractor shall ensure to get signed Satisfactory Good Receipt Note (Delivery Challan) from Procuring Agency Representative upon successful delivery of goods.

### 4.10 Completion Certificate for Goods/Services

The Procuring Agency will issue Work Completion Certificate to the Contractor upon successful completion of delivery of goods and related services which the Contractor is liable to provide in consideration of this Contract.

### 4.11 PAYMENT

**4.11.1** The Procuring Agency shall pay the amount verified within thirty (30) days from the date of receiving of item(s). Payment shall not be made in advance and against partial deliveries until work completion certificate is issued by the Procuring Agency. The Procuring Agency shall make payment for the complete and defect free Goods supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque

**4.11.2** All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

**4.11.3** All type of government duties and taxes shall be dealt as per applicable laws of Pakistan at the time of payment.

### 4.12 Inspection and Verification

**4.12.1** The Procuring Agency may reject the Goods if they fail to conform to the specifications, in any inspection(s) and the Bidder may be allowed to make all alterations necessary to meet the specifications in coordination with Procuring Agency’s concerned department, within three working days, free of cost to the Procuring Agency.

**4.12.2** The Procuring Agency or its representative shall have the right to inspect and/or to test the goods and to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. All costs associated with testing shall be borne by the Contractor.

**4.12.3** The Procuring Agency’s right to inspect, test and, where necessary, reject the goods either at Contractor’s premises or upon arrival at Procuring Agency’s destinations shall in no way be limited or waived by reason of the goods having previously been inspected tested, and passed by the Procuring Agency or its representative prior to the goods delivery from the point of Supply or manufacturing.

**4.12.4** The contractor will be responsible for free replacement of stocks if found not of the same specifications as required. In case of non-supply the same will be purchased from the local market and the amount will be deducted from the bills of contractor.

### 4.13 Insurance

The contractor shall be solely responsible for Transit Insurance (if applicable/required) of the Goods subject to the contract.

### 4.14 Warranty

The Supplier shall provide warranty of the product/ item for **one year** and warrant the Procuring Agency that the goods supplied by the Bidder, under the contract, incorporate all recent improvements in design, unless provided otherwise in the contract.

The Purchases shall, by written notice served on the Bidder, promptly indicate any claim(s) arising under the warranty.

### 4.15 Assignment / Subcontract

**4.15.1** The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.

**4.15.2** The Contractor shall guarantee that any and all assignees/ subcontractors of the Contractor shall, for performance of any part/ whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the work under the contract.

### 4.16 Extensions in Time for Performance of Obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Procuring Agency, promptly indicate the facts of the delay, the likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring Agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

### 4.17 Liquidated Damages -

Other than extension in time under clause 4.16 is granted by the Competent Authority of EDF, 0.02% of the price of delayed items will be imposed as penalty per day. However, total Liquidated Damages will not exceed beyond 10% of price of contract. After expiry of 30 days of delivery time, EDF may also have a right to confiscate performance guarantee in addition to imposition to Liquidated Damage Charges. EDF might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract.

### 

### 4.18 Termination for Default

**4.18.1** If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).

**4.18.2** If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods/Services, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

### 4.19 Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of the contractor and which makes contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

**4.19.1** The Contractor shall not be liable for liquidated damages, blacklisting for future bids, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

**4.19.2** If a Force Majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform 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.

**4.19.3** Force Majeure shall not include:

* + Any event which is caused by the negligence or intentional action of Bidder or its agents or employees, nor Any event which the Bidder could reasonably have been expected to:
  + Take into account at the time of the conclusion of this Contract and;
  + Avoid or overcome in the carrying out of its obligations here under.

**4.19.4** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 4.20 Dispute Resolution

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

**4.20.2** If after thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee of EDF. The decision of Arbitration Committee shall be final and binding on the parties.

### 4.21 Statutes and Regulations

**4.21.1** The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

**4.21.2** The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same.

### 4.22 Authorized Representative

**4.22.1** The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

**4.22.2** The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Procuring Agency or the Contractor.

**4.22.3** Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

**4.22.4** Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

### For Export Development Fund (EDF): For [full legal name of the Contractor]:

|  |  |  |
| --- | --- | --- |
| Name :( As per CNIC) ---------------------- |  | Name :( As per CNIC) ------------------------ |
| Father Name: --------------------------------- |  | Father Name: ----------------------------------- |
| CNIC Number: ------------------------------- |  | CNIC Number: --------------------------------- |
| Designation: ---------------------------------- |  | Designation: ------------------------------------ |
| Address: --------------------------------------- |  | Address: ----------------------------------------- |
| Signature: ------------------------------------- |  | Signature: --------------------------------------- |
| Thumb Impression: -------------------------- |  | Thumb Impression: ---------------------------- |
| **WITNESSES:** |  | **WITNESSES:** |
| **(First Party)** |  | **(Second Party)** |
| Name: (As per CNIC) ----------------------- |  | Name: (As per CNIC) ----------------------- |
| Father Name: --------------------------------- |  | Father Name: --------------------------------- |
| CNIC Number: ------------------------------- |  | CNIC Number: ------------------------------- |
| Designation: ---------------------------------- |  | Designation: ---------------------------------- |
| Address: --------------------------------------- |  | Address: --------------------------------------- |
| Signature: ------------------------------------- |  | Signature: ------------------------------------- |
| Thumb Impression: -------------------------- |  | Thumb Impression: -------------------------- |

|  |  |  |
| --- | --- | --- |
| **SPECIAL STIPULATIONS (BID DATA SHEET)** | | |
| **Reference** |  |  |
| **(Clause of this document)** | **Description** | **Details** |
| **Clause 1.3** | **Bidding procedure** | Single stage – Two Envelope Procedure |
| **Clause 2.1.1** | **Last date and time for the Submission of bidding document.** | 21st May, 2020  11:00 am |
| **Clause 2.1.2** | **Date, time and venue of opening of technical** | 21st May, 2020  12:00 noon |
| **Clause 3.12** | **Bid Security** | As per relevant clause |
| **Clause 3.13** | **Bid validity period** | 120 Days |
| **Clause 4.6** | **Language of bid** | English and / or Urdu |
| **Clause 4.9** | **Delivery** | As per clause |
| **Clause 4.17** | **Liquidated damages for failure / delay in supply of Services by the Contractor** | Other than extension in time under clause 4.16 is granted by the Competent Authority of EDF, 0.02% of the price of delayed items will be imposed as penalty per day. However, total Liquidated Damages will not exceed beyond 10% of price of contract. After expiry of 30 days of delivery time, EDF may also have a right to confiscate performance guarantee in addition to imposition to Liquidated Damage Charges. EDF might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract. |
| **Clause 2.1.7** | **Contact Person for Communication:** | Name: Syed Ejaz Ali Shah  Designation: Deputy Director HR & Admin  Contact No: 051-9107428-33  Email: ejaz.shah@edf.gov.pk |

**ANNEXURES**

### ANNEXURE-A (Attach with Technical Proposal)

## To be submitted on Legal Stamp paper of Rs. 10/- with Technical Proposal

**UNDERTAKING**

It is submitted that the information furnished here in and as per the document submitted is true and

correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that we are not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

Signature

(Official Stamp)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of: \_\_\_\_\_\_\_\_\_

Duly authorized to sign bids for and on behalf of:

(Attestation by Notary Public/ Oath Commissioner)

**ANNEXURE-B (Attach with Technical Proposal)**

# (On Official Letter Head of Bidder)

**FORMAT FOR COVERING LETTER**

To

Export Development Fund

EDF Secretariat, Ministry of Commerce 2nd Floor, FPCCI Capital House, Sector G-8/1

Mauve Area, Islamabad

## Subject: PROCUREMENT OF ELECTRONIC EQUIPMENT FOR EXPORT DEVELOPMENT FUND:

Dear Sir,

1. Having examined the Bidding document, emails sent for information and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said Goods and on terms of reference to be signed upon the award of Contract for the sum indicated as per Price Schedule.
2. We undertake that the financial proposal submitted by us includes price of all the items as per the technical specifications and requirements of this Bidding document. No item is mentioned as an option for which additional price will be demanded afterwards in addition to the financial bid.
3. We undertake, if our proposal is accepted, to provide the Goods mentioned in the Contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
4. We agree to execute a Contract in the form to be communicated by the Export Development Fund, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
5. We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in biding.

Name and Designation of Signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatures with Official Stamp

### ANNEXURE – C: TECHNICAL SPECIFICATIONS

### (Attach with Technical Proposal on Official Letter Head)

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Item Description** | **Specifications** | **Quantity** |
| 1 | Desktop Computer System | **MT** 9th Gen Ci5 4GB 1TB DVD with 18.5-inch LED Mouse Keyboard Local warranty | 02 |
| 2 | Laptop | Ci7 8th Gen, 8GB RAM, 512GB SSD, 15.6 Screen, Win10 Pro | 01 |
| 3 | Smart LED TV 65” (Original) | **Smart LED TV 65”** / 4k UHD (3840\*2160) / HDR / smart TV / Wi-Fi / LAN Port / USB / HDMI / Wall-Mount Kit / local warranty | 01 |
| 4 | Smart Scanners (ADF) | **Smart Network Scanner**: Speed 60 PPM / 600dpi / 6000 daily scan volume / ADF sheet capacity 80 Sheets / LAN Port, local warranty | 05 |
| 5 | Air conditioners 1.5 ton | **Gree Or Equivalent**-Branded 1.5-ton DC Invertor (Hot & Cool) with installation | 05 |
| 6 | Standing Units AC (4 ton) | **Gree Or Equivalent-**Branded 4-ton DC Invertor (Hot & Cool)-Standing Unit with installation | 02 |

Note: Add Tables as per requirement

## ANNEXURE- D (Checklist for the Attached Documents with Technical Proposal)

|  |  |  |
| --- | --- | --- |
| **Sr. #** | **Description of Documents** | **Attached (Yes/No)** |
| 1 | Undertaking (All terms and conditions and qualifications listed anywhere in this Bidding document have been satisfactorily vetted and the bidder is not blacklisted anywhere.) (**Annexure- A**); **(On stamp paper of Rs.10/-)** |  |
| 2 | Covering letter duly signed and stamped by authorized representative. (**Annexure-B**); **(On official letter head of the bidder).** |  |
| 3 | Proof of active tax payer status of National Tax (NTN) and General Sales Tax (GST) |  |
| 4 | Provides copies of two work orders etc. signed in FY 2017-18 or FY 2018-19 |  |
| 7 | Duly signed and stamped copy of bidding document to ensure that the participating bidder has read the Bidding document and agrees with all the terms and conditions mentioned therein. (Only the copy of the signed and stamped Bidding document issued by EDF to a representative of the participating bidder will be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted). |  |
| 8 | Compliance with technical specifications of the applied item (s) mentioned in **Annexure-C** on official letter head. |  |
| 9 | Duly filled checklist at **Annexure-D.** |  |

### ANNEXURE- E (Attach with Financial Proposal)

**PRICE SCHEDULE**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr. #** | **Item Name** | **Quantity**  **(Q)** | **Unit Rate without tax**  **(PKR)** | **Installation Charges (only for ACs)** | **Sales Tax** | **Total**  **Amount**  **(PKR)** |
| 1 | Desktop Computer System | 02 |  |  |  |  |
| 2 | Laptop | 01 |  |  |  |  |
| 3 | Smart LED TV 65” (Original) | 01 |  |  |  |  |
| 4 | Smart Scanners (ADF) | 05 |  |  |  |  |
| 5 | Air conditioners 1.5 ton (approx. installation measurement 50 ft per AC unit) | 05 |  |  |  |  |
| 6 | Standing Units (4 ton)  (approx. installation measurement 50 ft per AC unit) | 02 |  |  |  |  |

### Notes:

* The price shall include all applicable taxes like Income Tax, GST etc.
* Payment for installation cost of AC will be calculated on actual measurement at the time of installation
* The price will include all related expenses (e.g. incidental services, labor, transportation charges to delivery point, installation etc.).
* Bidders are recommended to visit the office site before submission of tender.
* Price schedule must be enclosed with financial proposal.