



PROVINCIAL ASSEMBLY SECRETARIAT OF KHYBER PAKHTUNKHWA

BID SOLICITATION DOCUMENTS

For

*The Project of Extension of Wireless Network to the
Newly Constructed Building in KP Assembly*

On

Turn Key Basis

Last Date for Submission: 10:30AM, 06th July 2021.
Tender Opening Date: 11:00AM, 06th July 2021.

Provincial Assembly Secretariat

Khyber Road, Peshawar Cantt, Khyber Pakhtunkhwa, Pakistan.

www.pakp.gov.pk

Phone: 0919210489 Ext 1271

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Section-I

Invitation for Bid

The Provincial Assembly Secretariat of Khyber Pakhtunkhwa, Peshawar Cantt: invites sealed bids from well reputed Authorized dealers/Firms for the following Project on Turn Key Basis.

S.No	Name of Project
1	Extension of Wireless Network to the Newly Constructed Building in KP Assembly (Provision, Installation, Configuration and commissioning of Hardware).

Terms & Conditions:

1. The specifications and the detailed bidding documents can be obtained from the office of the Deputy Director IT on presenting/submitted a receipt for deposit of Rs. 500/- as tendering fee(non-refundable), on any working day during office hours before or till the closing date for the tender.

2. The sealed bids (both Technical and Financial) should reach the office of undersigned on 6/07/2021 up to 10:30AM which will be opened on the same date at 11:00AM in the presence of the representatives of the firms who choose to be present. Bids will be evaluated under single Stage, two Envelopes Procedure (Rule 6(2)(b)) of KPPRA Rules 2014.

3. Each bidder is required to submit bid security at the rate of 2% of the total bid value for the said project in the shape of Call Deposit from any schedule bank of the State Bank of Pakistan in the name of Secretary, Provincial Assembly of Khyber Pakhtunkhwa. The bid security shall be kept in financial proposal. In the technical proposal an affidavit shall be kept stating that a bid security amounting to 2 percent without indicating the figure in the letter, has been placed in the financial proposal.

4. Attested Photocopies of the Sales Tax Registration and Professional Tax Certificates must be attached with the tender Documents.

Income Tax/ Sales Tax / Professional Tax and stamp duty at the prescribed rates, will be deducted from the bills of the successful tenderer.

5. Incomplete tender shall not be entertained.

6. The Firm/Vendor must be capable and responsible for the installation and configuration of the offering Hardware/Equipments with in stipulated period.

7. The firm will be bound to replace the items damaged during supply or not within conformity of the approved specifications of the items.
8. The Hardware should be compatible with the existing architecture of WIFI Network.
9. Further details can be obtained from the Deputy Director (IT) of this Secretariat on any working day. Contact Number 091-9210489 Ext: 1271.
10. Tenders will be opened in the office of the Additional Secretary (Admn:), Provincial Assembly of Khyber Pakhtunkhwa on 6/07/2021 at 11:00 A.M. in presence of the interested tenderers or their representatives.
11. The Secretary, Provincial Assembly of Khyber Pakhtunkhwa reserves the right to reject any or all the tenders under rule 47 of "Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014".

Shahid Rehman
Assistant Secretary (Admn:)
Provincial Assembly of Khyber
Pakhtunkhwa.

Section-II

Instructions to Bidders

A. Introduction

- 1. Eligible Bidders**
- 1.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.
- 1.2 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 Procuring agency 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.
- 1.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa 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 Government of Khyber Pakhtunkhwa.
- 1.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.
- 2. Eligible Goods and Services**
- 2.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
- 2.2 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.
- 2.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 3. Cost of**
- 3.1 The Bidder shall bear all costs associated with the preparation and

Bidding

submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Clarification of Bidding Documents

4.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

5. Amendment of Bidding Documents

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

All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them. In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

6. Language of Bid

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency 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.

7. Documents Comprising the Bid

7.1 The bid shall comprise of the following documents:
(a) The Tender shall be filed in / accompanied by the prescribed Forms, Schedules, Charts, Drawing, Documents, Brochures, Literature, etc. which

shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

(b) Technical Proposal shall be submitted, without quoting the price. Technical Proposal Form shall contain following.

(c) The Financial Proposal shall comprise the following:

1. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
2. Covering letter duly signed and stamped by authorized representative
3. Technical brochures / Literature
4. Details of Warranty and after-Sale Service
5. List of firm's major international and national clientele
6. Valid Registration Certificate for Income Tax & Sales Tax and Vendor Number

8. Bid Form

8.1 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.

9. Bid Prices

9.1 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.

10. The Goods

10.1 The Goods delivered should be new and in no case used or refurbished.

10.2 The Goods should be arranged through legal channels and all duties/taxes (if any) levied by the Government should be paid by the Bidder.

10.3 If the concerned officers of the procurement committee reject any Good during its opening/installation due to any justifiable reason, then the successful Bidder will be bound to replace it.

11. Warranty Period

11.1 A comprehensive local on-site warranty period for the Goods supplied must be mentioned. The period of warranty is specified in the Specifications of the quoted items.

11.2 The warranty period will start from the date of inspection / testing of the Goods in presence of the Bidder and the Procurement Committee.

11.3 If any fault / defect occur in the Goods during the warranty period, it will be replaced by the Bidder at his own risk and cost.

11.4 The Bidder shall provide the services of maintenance within 72 hours after filling of a complaint by Provincial Assembly of Khyber Pakhtunkhwa (with in the warranty period without any service charges).cost.

12.Taxes

12.1 The Firm will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

13. Proposal Validity

13.1 The proposal and price shall remain valid for a period of not less than 90 days from the closing date of the submission of the proposal.

14.Bid Security

14.1 Tenders must be accompanied with bid security/earnest money (refundable) for an amount of 2% of bid value in shape of pay order/ bank draft in favour of Secretary Provincial Assembly. The earnest money should be included in the sealed financial proposal. Tenders without earnest money or less than 2% of the bid value will not be entertained and rejected straightaway.

15.Currency

15.1 All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

16 Bid Rejections

16.1 Secretary, Provincial Assembly of Khyber Pakhtunkhwa reserves the right to reject any or all the tenders under rule 47 of "Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014".

C. Submission of Proposal and Opening

The technical and financial proposals should be delivered in separate sealed envelopes latest on **10:30AM, 06-07-2021**. At the top left of the envelopes it should be clearly stated "Technical/Financial Proposal for E-Governance Project for Provincial Assembly". Technical Proposal will be opened on the same date at **11:00AM** in the office of Secretary Provincial Assembly in the presence of the representative of corresponding Firms. Date for opening of Financial Proposal will be communicated later.

D. Proposals Evaluation procedure

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

The bidding procedure prescribed in the Bid Data Sheet is explained below:
Single stage, Two Envelope Procedure (Rule (6) (2) (b) KPPRA 2014)

- The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal:
- The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
- Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the bidding process, which is to be carried out before the opening of the financial bids.
- The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of **Procuring Entity** without being opened.
- The **Procuring Entity** shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- During the technical evaluation no amendments in the technical proposal shall be permitted;
- The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;

- After the evaluation and approval of the technical proposal the **Procuring Entity** shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders;

1. Evaluation Criterion (Technical and Financial)

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

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

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

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

Ratings for the technical evaluation will be as follows:

Sr. No.	Description	Evaluation Weight-age
1.	Technical Proposal	70%
2.	Financia Proposal	30%

1.1 Technical Evaluation

1. Mandatory requirement:

S.NO	Requirement	Response (Yes/No)	Documentary Proof/page No.
1	Brief Company profile		Company Profile
	Active Income Taxpayer Status		Registration Certificates
3	Active Sales Taxpayer Status along with three years sales Tax Returns submitted with FBR		Registration Certificates
	Undertaking on legal valid and attested stamp paper of Rs: 100 duly attested by Oath Commissioner / notary Public that the firm is not blacklisted by any of Provincial or Federal Government Departments, Agencies, Customs, Organizations or autonomous bodies or Private Sector Organizations anywhere in Pakistan.		Undertakings
	A Certificate must be attached showing that the equipment/supplies quoted by the firm are imported / (s) channel/smuggled product is quoted.		Undertakings
	Active authorized dealer/reseller Certificate		Documentary Proof/Certificate
	an affidavit stating that a bid security amounting to 2 percent of the total bid cost has been placed in the financial proposal or bid		Undertakings

2.Non-Mandatory / Scoring Requirement/Criteria

S.No	Criteria List	Description	Max Marks	Response of Bidder w.r.t Criteria	Documentary Proof/Page No.
1	Firm's years of service	Minimum 3 years (Mandatory)=10 marks 2 Marks for each year beyond 3 years	20		
2	Audited Accounts	To ensure financial capability, bidder must provide three years Audited Accounts by Chartered Accountant Firm. 3 years = 15 marks 5 marks for further 1 year	20		
3	Value of Similar nature of Projects	Similar nature of projects. Each project will be weighted as follows: <input type="checkbox"/> Below or equal 1 M PKR= 0	30		

		marks <input type="checkbox"/> Above 1 M to 5 PKR = 05 marks <input type="checkbox"/> Above 5 M to 10 M PKR= 10 marks <input type="checkbox"/> Above 10 M PKR, 02 marks for each Million			
4	List of Managerial staff	2 Marks for Each staff member.	10	Certificate/Em ployment Contract as proof of Employment	
5	List of Technical staff	2 Marks for each staff member CV with Manufacturers Training, Certificates must be attached	10	Certificate/Em ployment Contract as proof of Employment	
6	Company Office	Company having office in Peshawar will get 4 marks and additional 2 marks each for every support office Within the country.	10		
	Total Marks		100		

Technical scoring out of 100 = A

Carried Forward & Prorated Technical scoring = A x 0.7

1.2 Financial Evaluation

Financial bids will be opened after technical evaluation in the presence of the representatives of the Firms who wish to attend the tender opening. 30% weight-age will be given to Financial Proposals of the Firms. The formula for financial scoring is that the lowest bidder gets 30 points and for the other bidders (Quoted bid of the bidder, Divided by lowest bid, multiplied by 30).

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B

Value quoted by third lowest bidder = C

Financial scoring of the lowest bidder will be = 30

Financial scoring of the second lowest bidder will be = $(A/B)*30$

Financial scoring of the third lowest bidder will be = $(A/C)*30$

1.3 Total Score

$(70\% \text{ of Technical Score} + \text{Financial Score}) = \text{Total Score}$

Points obtained in the detailed technical evaluation will be carried forward & prorated. Tender will be awarded to the Firm with maximum accumulative points (Technical Score + Financial Score).

2. PROCESS TO BE CONFIDENTIAL

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

G. Award of Contract

1. Criteria

- 1.1 The CONTRACT shall be awarded to the Bidder(s) whose bid has been determined to be the best evaluated responsive bid in terms of section 2(1)(c)(i) of KPPRA Act, 2012.
- 1.2 The Chairman Procurement Committee, reserves the right to :-
 - i. The Procuring agency 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.
 - ii. Accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or with obligation to inform the affected Bidders of the grounds for the action of the Procurement Committee.
 - iii. Notice of the rejection of bids shall be given to the Bidders. Moreover reasons for rejection may be conveyed to the bidder upon written request.
- 1.3 The Chairman Procurement Committee observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.

2. Performance Guarantee

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

3. Payment and Currency

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

4. Signing of the Contract Form

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

The successful Bidder shall sign and date the Contract Form on the Rs.100 Stamp Paper duly attested by Oath Commissioner / Notary Public and return it to the chairman of purchase committee.

5. **Integrity Pact** shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the document for all Provincial Government procurement contracts exceeding Rupees ten crore to such Integrity Pact shall make the bidder non-responsive.

Section -III

BID DATA SHEET

(1)	Brief description of work	Extension of Wireless Network to the Newly Constructed Building of Provincial Assembly of Khyber Pakhtunkhwa
(2)	Deadline for Submission of bid	10.30 AM on 6/07/2021
(3)	Address for submission and opening of bid	Office of Assistant Secretary (Admn:) Provincial Assembly of Khyber Pakhtunkhwa.
(4)	Name of Client	Provincial Assembly of Khyber Pakhtunkhwa Peshawar
(5)	Pre-Bid Meeting	11:00 am on 28/06/2021
(6)	Time and date of Technical Bid opening	11.00 am on 06/07/2021
(7)	Validity of bid	Tender rates will be valid for 90 days and will not be changed.
(8)	Value of Earnest Money/Bid Security	Two percent (2%) of the quoted value in the shape of CDR (only) from the scheduled bank as mentioned in tender.
(9)	Validity of Earnest Money/Bid Security	2% Bid Security will be returned to the successful Bidder after submission of Performance guarantee.
(10)	Bid Price	Bid Price shall be inclusive of all duties, taxes & Levies.
(11)	Bid Currency	The bid to be quoted in Pak. Rupees and the Payment shall also be made in Pak. Rupees.
(12)	Bidding Procedure	Single Stage-Two Envelopes bidding procedure as per Rule 06 (2)(b)of KPPRA Rules 2014
(13)	Timeframe for completion	The successful Bidder shall be bound to supply the Goods within the delivery Scheduled/period after the award of contract / Purchase order.
(14)	Clarification (s) on Bidding Documents	Office of The Deputy Director IT
(15)	Performance Guarantee	Ten percent (10%) of the bid price in the form of irrevocable performance bank guarantee (from Scheduled Bank), which shall be retained till the Completion of the project.
(16)	Warranty period	On site comprehensive local warranty as mentioned

		in Specification Sheet.
(17)	Language of bid	English
(18)	Increase/Decrease in Quantity of Items	The quantity of items may be increased or decreased upto 15% of the schedule of requirements.

Section IV

DELIVERY SCHEDULE / SCHEDULE OF REQUIREMENT FORM

S.No	Item	Delivery Schedule
01	Wireless LAN Controller Primary	45 days of PO
02	Wireless LAN Controller for High availability	45 days of PO
03.	Optical Fiber Distribution Frame	45 days of PO
04	SFP Transceiver	45 days of PO
05	Catalyst POE switch with cabinet	45 days of PO
06	Access Points	45 days of PO
07	Network cable	45 days of PO
08	Electric Cable	45 days of PO
09	Power sockets	45 days of PO
10	Fiber Optic cable	45 days of PO
11.	Deployment of the above equipment	Within 10 days after delivery of items

SPECIFICATIONS OF THE EQUIPMENT TO BE PROCURED

S.No	Item	Specs	Quantity
01	Wireless LAN Controller Primary	<p>Support upto 500 of access Support upto 5000 of clients Minimum throughput 1 Gbps, Minimum WLANs 20, Minimum VLANs 20 uplinks 2x 10G/Multigigabit copper or fiber Deployment modes Centralized, Support FlexConnect® , and fabric Form factor 1x RJ-45 redundancy port Must support Redundancy for SSO. Management, Prime® Infrastructure, and third party (open standards APIs), 802.11ac Wave 1 and Wave 2 access points, 4x 2.5G/1G copper, 2x 10G SFP+ fiber ports IEEE 802.11a, 802.11b, 802.11g, 802.11d, WMM/802.11e, 802.11n, 802.11r, 802.11u, 802.11ac Wave1 and Wave2, 802.11ax</p> <p>End-of-Sale (HW & SW) of the product should not be less than five years from the date of P/O.</p> <p>End of Vulnerability/Security Support (HW & Software) of the product should not be less than Seven years from the date of P/O.</p> <p>End of New Service Attachment to the product should not be less than Seven years from the date of P/O.</p> <p>End of Service Contract Renewal of the product should not be less than Seven years from the date of P/O.</p> <p>With 100 APs license Warranty: Three years minimum</p>	01
02	Wireless LAN Controller for High availability/Redundancy	<p>Specifications As above but with high availability license.(Redundancy SSO) Warranty: Three years minimum</p>	01
03.	Optical Fiber Distribution Frame	<p>8 port ODF Warranty: Three years minimum</p>	01.
04	SFP Transceiver	<p>Minimum 1Gig Warranty: Three years minimum</p>	02.
05	POE Manageable switch with cabinet	<p>24 10/100/1000 Power over Ethernet plus (PoE+) ports (PoE budget of 195W); four 1-Gigabit Ethernet small form-factor pluggable (SFP) module uplink slots Supports VLANs Warranty: Three years minimum</p>	02.
06	Access Points(Light weight)	<p>The IEEE 802.11ax emerging standard, also known as High-Efficiency Wireless (HEW) or Wi-Fi 6, builds on 802.11ac. Supporting two spatial streams, MU-MIMO enables access points to split spatial streams between client devices to maximize throughput.</p>	20

		<p>802.11ac • 2x2 downlink MU-MIMO PHY data rates up to 866.7 Mbps (80 MHz with 5GHz) • Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive) • 802.11 DFS • CSD support • WPA3 support</p> <ul style="list-style-type: none"> • 2.4 GHz: Peak gain 4 dBi, internal antenna, omnidirectional in azimuth • 5 GHz: Peak gain 5 dBi, internal antenna, omnidirectional in azimuth <p>Input power :Power over Ethernet Plus (PoE+), Cisco Universal PoE (Cisco UPOE®) • transmit power settings (Max/Min) • 2.4 GHz ◦ 20 dBm (100 mW) ◦ -7 dBm (0.2 mW) • 5 GHz ◦ 20 dBm (100 mW) ◦ -7 dBm (0.2 mW)</p> <p>End-of-Sale (HW & SW) of the product should not be less than five years from the date of P/O.</p> <p>End of Vulnerability/Security Support (HW & Software) of the product should not be less than Seven years from the date of P/O.</p> <p>End of New Service Attachment to the product should not be less than Seven years from the date of P/O.</p> <p>End of Support of the product should not be less than Seven years from the date of P/O. Warranty: Three years minimum</p>	
07	Network cable	Cat 6 cable	6 Roll
08	Electric Cable	7/29	6 Rolls
09	Power sockets	Multi plug	10.
10	Fiber Optic cable	Two Pair Cable	700 meter
11.	Deployment of the above equipment	<p>Installation and Configuration of WLC for VLANs and other services for high performance according to the current Network infrastructure</p> <p>Installation of network and power cabling for the connectivity of all Access Points to the WLC.</p> <p>Proper tagging of all points.</p> <p>Installation and configuration of Switches for connectivity of VLANs, LAN and APs</p>	
12	RJ45 Connector		01 pack
13	Adamjee Ducting	As per actual	

Section-V

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this

Contract have the following meanings:

- (a) “Applicable Law” means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) “Procuring Entity PE” means the Provincial Assembly of Khyber Pakhtunkhwa which signs the contract
- (c) “Firm” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and Deploy the Goods and Services.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be Paid for the Performance of the Contractual obligations.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PE’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Khyber Pakhtunkhwa.
- (j) “Local Currency” means Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the PE or the Firm, as the case may be, and “Parties” means both of them.

General Condition of Contract

- (m) "Personnel" means Persons hired by the Firm or by any Sub Firms and assigned to the Performance of the Services or any Part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the Works and non Works and non-consulting services to be performed by the Firm pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Firms" means any Person or entity to whom/which the Firm subcontracts any Part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law

Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PE may approve.

1.6 Authority of Member in Charge

In case the Firm consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Firm's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.

General Condition of Contract

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Firm may be taken or executed by the officials specified in the SC.

1.8 Taxes & Duties

The Firm, Sub-Firms, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud Corruption

A. If the PE determines that the Firm and/or its Personnel, sub-contractors, sub-Firms, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Firm, terminate the Firm's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any Personnel of the Firm who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. If the Firm or any of his Sub-Firms, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Firm as Appendix-G to this Form of Contract, then the Client shall be entitled to:

(a) recover from the Firm an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Firm or any of his Sub-Firm, agents or servants;

(b) terminate the Contract; and

(c) Recover from the Firm any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Firm or any of his Sub-Firm, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Firm shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of This Contract shall come into effect on the date the Contract is signed by **Contract** either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement The Firm shall begin carrying out the Services not later than the **of Services** number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Firm shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PE

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Firm, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Firm does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing.

(b) If the Firm becomes insolvent or bankrupt.

(c) If the Firm, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Firm(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Firm

The Firms may terminate this Contract, by not less than thirty (30) days' written notice to the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the PE fails to pay any money due to the Firm pursuant to this Contract without Firms fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Firm that such Payment is overdue.

(c) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3. Payment
Upon
Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PE shall make the following Payments to the Firm:

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

3. OBLIGATIONS OF THE FIRM

3.1 General

The Firm shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Firms or third parties.

**3.1.1 Standard of
Performance**

**3.2 Conflict of
Interests**

The Firm shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**3.2.1 Firms not to
Benefit from
Commissions,
Discounts, etc.**

The Payment of the Firm pursuant to Clause GC 6 shall constitute the Firm's only Payment in connection with this Contract or the Services, and the Firm shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Firm shall use their best efforts to ensure that the Personnel, any Sub-Firms, and agents of either of them similarly shall not receive any such additional Payment.

**3.2.2 Firm and
Affiliates not to
be Otherwise
Interested in
Project**

The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, as well as any Sub-Firms and any entity affiliated with such Sub Firms, shall be disqualified from providing goods, works or services (other than Works and non Works and non-consulting services) resulting from or directly related to the Firm's Services for the preparation or implementation of the project.

General Condition of Contract

- 3.2.3 Prohibition of Conflicting Activities** The Firm shall not engage, and shall cause their Personnel as well as their Sub-Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the PE, the Firm and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Firm** Rule 29(2), The Firm (a) shall take out and maintain, and shall cause any Sub Firms to take out and maintain, at their (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.
- 3.5 Firm's Actions Requiring PE's Prior Approval** The Firm shall obtain the PE's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the Performance of any Part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Firm shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Firm to be the Property of the PE**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Firm under this Contract shall become and remain the property of the PE, and the Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.
 - (b) The Firm may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Accounting,
Inspection and
Auditing**

3.8.1 The Firm shall keep, and shall cause its Sub-Firms to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Firm shall Permit, and shall cause its Sub-Firms to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Firm's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

4. FIRM'S Personnel

**4.1 Description
of Personnel**

The Firm shall employ and provide such qualified and Personnel experienced Personnel and Sub-Firms as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Firm's

Key Personnel are described in Appendix C. The Key Personnel and Sub-Firms listed by title as well as by name in Appendix C are hereby approved by the PE.

**4.2 Removal and/or
Replacement of
Personnel**

(a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Firm shall provide as a replacement a Person of equivalent or better qualifications.

(b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Firm shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.

(c) The Firm shall have no claim for additional costs

General Condition of Contract

arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PE

5.1 Assistance and Exemptions The PE shall use its best efforts to ensure that the Government shall provide the Firm such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Firm in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 or (b), as the case may be.

5.3 Services and Facilities The PE shall make available free of charge to the Firm the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE FIRM

6.1 Lump-sum Payment The total Payment due to the Firm shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

The price Payable in Pak Rupees/foreign currency/ is set forth in the SC.

6.2 Contract Price For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.3 Payment for Additional services Payments will be made to the account of the Firm and according to the Payment schedule stated in the SC. Unless otherwise stated in the SC, the first Payment shall be made against the provision by the Firm of an advance Payment guarantee for the same amount, and

6.4 Terms and Conditions of Payment

General Condition of Contract

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Firm has submitted an invoice to the PE specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions (GC Clause 1)

The Purchaser is: Provincial Assembly of Khyber Pakhtunkhwa

2. Inspection and tests prior to supply of Goods and Services at final acceptance are follows:

The **Procuring Entity** or its representative shall have the right to inspect and or to test the supplies at the Conference Room of Provincial Assembly of Khyber Pakhtunkhwa to confirm their conformity to the Contract specifications at no extra cost to the **Procuring Entity**.

3. Packing :

Packing & Accessories: The Bidder shall deliver the supplies at the office of the

Deputy Director IT Provincial Assembly of Khyber Pakhtunkhwa

4. Liquidated Damages:

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

5. Payment

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

- a) Payment shall be made in Pak. Rupees and in the name of the firm / company a crossed cheque being issued by Accountant General office (as per practice in vogue)
- b) On Acceptance: Hundred (100) percent of the Contract Price of the supplies delivered and received shall be paid after submission of claim supported by the acceptance certificate issued by the Procurement Committee.

6. Performance Guarantee / Security :

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

7. Notices Purchaser's address for notice purposes:

Name of Officer

Assistant Secretary
Provincial Assembly of Khyber Pakhtunkhwa

Section VI

ANNEXURE-B

Technical Proposal Submission Form

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

Dear Sir,

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

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

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

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

We remain,

Your's Sincerely,

(in full and initials)

Name of firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope) {Location, date}

To __(Name and address of Client / Purchaser)___

Dear Sir,

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

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

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

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant

Date:

(Annexure-C)

Price Schedule/ Financial Cost Sheet

Financial Proposals should be substantially in the form of the Cost sheet along with specification of items provided below. Bidders must itemize all costs associated with providing the required deliverables and services in a tabular format similar to the following:

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

Total Bid Price x (in words) Rs. _____

Date _____

Place _____

Signature of authorized person Name:

(Company Seal)

In the Capacity of

Dully authority by

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

Format for Covering letter

To

(Name and address of Purchaser)

Sub: _____

Dear Sir,

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

Authorized Signatures with Official Seal

ANNEXTURE E

Contract Form

THIS AGREEMENT made the ____ day of _____ 19____ between [*name of Procuring*

Entity] of [*country of Procuring Entity*] (hereinafter called "the **Procuring Entity**") of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called "the Supplier") of the other part:

WHEREAS the **Procuring Entity** 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 Tender Document
 - b. Bidder's Proposal
 - c. General Terms and Conditions of the Contract
 - d. Special Terms and Conditions of the Contract
 - e. The schedule of Requirements (Delivery Schedule and the Price Schedule);
 - f. The technical Specification
 - g. The Award of Contract;
 - h. Earnest Money/Bid Security;
 - i. Performance Guarantee;
 - j. Affidavit(s)
3. In consideration of the payments to be made by the **Procuring Entity** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Procuring Entity** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Bidding Documents.
5. The **Procuring Entity** 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.

Signature of the Purchaser: _____ Signature of the Supplier: _____

Date: _____ Date: _____

Seal: _____ Seal: _____

Address: _____ Address: _____

Witnessed By:

Witness-1; _____ Witness-2: _____

Designation: _____ Designation: _____

CNIC: _____ CNIC: _____

Address: _____ Address: _____

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

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

Format of Power of Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

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

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

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

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

Annexure-G

On Stamp Paper of relevant value

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ Day of _____ 20 ____

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in

an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer:

Name of Seller/Supplier:

Signature:
.....[Seal]

Signature:{Seal]

THE END