

**GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION ARCHIVES AND LIBRARIES DEPARTMENT
PROJECT MANAGEMENT UNIT HED**



**Project Name: Establishment of Computer Labs - ETEA CSR
Funding Initiative**

Request for Proposals

for

Establishment of Computer Labs - ETEA CSR Funding Initiatives

FINANCIAL YEAR 2026-27

Note: The bidder is expected to examine the Bidding Documents carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required by the Bidding documents or submission of Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

PREFACE

These Bidding Documents have been prepared for use by PMU HED, Government of Khyber Pakhtunkhwa for award of Contract to the successful bidder for “Establishment of Computer Labs in Government Colleges of HED” through National Competitive Bidding (NCB) Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014.

In order to simplify the preparation of bidding documents for each procurement, the bidding documents are grouped in two parts based on provisions which would remain the same for every procurement and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part two which is further organized into six sections. Sections I, II, III, IV and V, respectively contain Invitation for Bids; Bid Data Sheet; Special Conditions of Contract; Schedule of Requirements; Technical Specifications; and the forms to be used, while Section VI is about Sample Forms.

BID SOLICITATION DOCUMENTS

The bids shall be submitted online on E-PADS on or before, **28-08-2026 at 03:00 PM**. The bids shall be opened on the same day by the Procurement Committee in the presence of Bidders/Representatives who choose to attend the meeting at **03:30 PM** in the Committee Room of HED, Govt. of Khyber Pakhtunkhwa. Bids submitted after due date & time shall not be entertained.

Name of Firm/Bidder:

Address of the Correspondent:

Date: _____

Signature and Seal

Telephone No:_____

Fax No:_____

Email: _____

PART-ONE

FIXED CONDITIONS OF

CONTRACT INSTRUCTION TO

BIDDER (ITB)

GENERAL CONDUCTION OF CONTRACT (GCC)

Note: Bidders are advised to read the content of the Instruction to Bidder (ITB) carefully for filling up the Bidding Documents properly in order to become responsive

TABLE OF CONTENTS

PREFACE	2
TABLE OF CONTENTS	5
CHAPTER-1	8
INSTRUCTIONS TO BIDDERS.....	8
INTRODUCTION	8
1. SOURCE OF FUNDS.....	8
2. ELIGIBLE BIDDERS.....	8
3. COST OF BIDDING.....	8
THE BIDDING PROCEDURE	9
1. THE GOVERNING RULE.....	9
2. APPLICABLE BIDDING PROCEDURE	9
THE BIDDING DOCUMENTS	10
5. AMENDMENT OF BIDDING DOCUMENTS	11
PREPARATION OF BIDS	12
1. BID CURRENCIES.....	13
2. DOCUMENTS	13
1. 12 ELIGIBILITY AND QUALIFICATION.....	13
2. BID SECURITY.....	14
3. PERIOD OF VALIDITY OF BID	14
1. FORMAT AND SIGNING OF BID	15
SUBMISSION OF BIDS	16
2. SEALING AND MARKING	16
3. DEADLINE.....	16
4. LATE BID	16
5. BIDDING FOR SELECTIVE.....	16
6. MODIFICATION	16
OPENING AND EVALUATION OF BIDS	18
7. OPENING OF BIDS BY THE PROCURING ENTITY	18
8. CLARIFICATION OF BID	18
9. PRELIMINARY	18
10.EVALUATION.....	19
11.REJECTION	20
12.CONTACTING THE PROCURING AGENCY	21
AWARD OF CONTRACT.....	22
13.POST-QUALIFICATION	22
14.AWARD CRITERIA.....	22
15.PROCURING.....	22
16.PROCURING.....	22
17.NOTIFICATION	22
18.SIGNING	23
19.PERFORMANCE	23
20.CORRUPT	23
21.INTEGRITY.....	24
22.LIMITATION	24
23.NEGOTIATION SHALL NOT BE USED TO	25
24.BID FORM	25
GENERAL CONDITIONS OF CONTRACT	27
1. DEFINITIONS.....	27
2. APPLICATION	27
3. COUNTRY OF ORIGIN.....	27
4. STANDARD	27
5. USE.....	27
6. PERFORMANCE	28

7. INSPECTIONS	28
8. PAYMENT	29
9. PRICES	29
10. CHANGE OF ORDERS	29
11. CONTRACT AMENDMENTS	29
12. ASSIGNMENT	29
13. SUBCONTRACTS	29
14. DELAYS IN THE FIRM/COMPANY	29
15. LIQUIDATED DAMAGES	30
16. TERMINATING FOR DEFAULT	30
17. FORCE MAJEURE	31
18. TERMINATION FOR INSOLVENCY	31
19. TERMINATION FOR CONVENIENCE	31
20. RESOLUTION OF DISPUTES	31
21. GOVERNING LANGUAGE	31
22. APPLICABLE LAW	31
23. NOTICES	32
24. TAXES AND DUTIES	32
PART TWO	33
SECTION I.	33
INVITATION FOR BIDS	33
SECTION II. BID DATA SHEET	34
SECTION III	36
SPECIAL CONDITIONS OF CONTRACT	36
SPECIAL CONDITIONS OF CONTRACT	37
1. DEFINITIONS (GCC CLAUSE 1)	37
2. COUNTRY OF ORIGIN (GCC CLAUSE 3)	37
3. PERFORMANCE SECURITY (GCC CLAUSE 6)	37
4. INSPECTIONS AND TESTS (GCC CLAUSE 7)	37
5. PAYMENT (GCC CLAUSE 8)	37
6. LIQUIDATED DAMAGES (GCC CLAUSE 15)	38
7. RESOLUTION OF DISPUTES (GCC CLAUSE 20)	38
8. GOVERNING LANGUAGE (GCC CLAUSE 21)	38
9. APPLICABLE LAW (GCC CLAUSE 22)	38
10. NOTICES (GCC CLAUSE 23)	38
SECTION-IV	39
SCHEDULE OF REQUIREMENT	39
SPECIFICATION OF ITEMS	39
SECTION V	45
EVALUATION CRITERIA	45
A. MANDATORY/ELIGIBILITY CRITERIA	45
B. QUALIFYING CRITERIA FOR TECHNICAL EVALUATION	46
SECTION VI	48
SAMPLE FORMS	48
BID FORM AND PRICE SCHEDULES	49
PRICE SCHEDULE IN PAK. RUPEES	50
BID SECURITY FORM	51
CONTRACT FORM	52
PERFORMANCE SECURITY FORM	54
BANK GUARANTEE FORM IN RESPECT OF BID SECURITY	55
INTEGRITY PACT	56
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE	56
AFFIDAVIT	57

CHAPTER-1

INSTRUCTIONS TO BIDDERS

Introduction

1. Source of Funds	1.1 PMU HED, Government of Khyber Pakhtunkhwa as mentioned in the Bid Data Sheet (BDS) through ADP Scheme.
2. Eligible Bidders	1. This Invitation for Bids (IFB) is open to all eligible firms/ Company, having at least five-year relevant experience, for supply of goods as mentioned in the Bid Data Sheet (BDS). 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 entity to provide goods for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be procured under this Invitation for Bids 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. 2. 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) KP-PPRA Rules 14. 3. The Bidder should be registered with Income Tax, Sales Tax Department, and KP Revenue Authority and must be reflected as Active Tax Payer. 4. If the bidder is applying for this bid by any consortium, joint Venture and association, is not eligible for this bid and the bid may be considered non responsive and rejected.
3. Cost of Bidding	3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring entity named in the Bid Data Sheet, hereinafter referred to as “the Procuring entity,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

THE BIDDING PROCEDURE

1. The Governing Rule	1.1 The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.
2. Applicable Bidding Procedure	1. The bidding procedure is governed by Rule 6 (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. 2. The bidding procedure prescribed in the Bid Data Sheet is explained below: Single Stage, Two Envelope Procedure (Rule 6 (2) (b) of the KPPRA 2014) The bid shall comprise a single package marked with BID NAME applied for in bold and legible letter to avoid confusion, 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 confirm 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; And the bid found to be the best evaluated having highest price shall be accepted.

THE BIDDING DOCUMENTS

3. Content of Bidding Documents	1. The bidding documents include: i. Instructions to Bidders (ITB) ii. Bid Data Sheet iii. General Conditions of Contract (GCC) iv. Special Conditions of Contract (SCC) v. Schedule of Requirements vi. Technical Specifications vii. Bid Form and Price Schedules viii. Bid Security Form ix. Contract Form x. Performance Security Form 2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
4. Clarification of Bidding Documents	4.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring entity in writing. The Bidding Procuring entity 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 entity'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	1. At any time prior to the deadline for submission of bids, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment. 2. All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them. 3. In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring entity, at its discretion, may extend the deadline for the submission of bids.
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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 entity 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 prepared by the Bidder shall comprise the following components: A Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13 Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; Documentary evidence established in accordance with ITB Clause 16 that the goods to be supplied by the Bidder are eligible firms/authorized dealer/manufacturers and conform to the bidding documents; and Bid security furnished in accordance with ITB Clause 17.
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 provided, a brief description of the goods and Their prices.
9. Bid Prices	1. The Bidder shall indicate on the appropriate Price Schedule along with unit price and total bid price of the goods it proposes to perform under the contract. 2. The Bidder’s separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring entity and will not in any way limit the Procuring entity’s right to contract on any of the terms offered. 3. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant To ITB Clause 27. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted

	with a Fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
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10. Bid Currencies	1. Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. 2. The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring entity and will not in any way limit the Procuring entity's right to contract on any of the terms offered. 3. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 27. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price Adjustment would be treated as zero.
11. Documents	1. Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, establishing bidder's documents, establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. 2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3
12. Eligibility and Qualification. Documents Establishing firms/Companies for goods Eligibility and Conformity to Bidding Documents	(Goods) which the Bidder proposes to provide under the contract. 12.3 The documentary evidence of the eligibility of the firms/Companies shall consist of a statement in the price Schedule of the country of origin of the Goods offered.

13. Bid Security	1. The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security in the shape of CDR shall be submitted from the account of the firm/ 1 Company who submits the bid] 2. The bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 17.7. The bid security shall be in Pak. Rupees and shall be in one of the following forms: Irrevocable en-cashable on-demand Bank call-deposit (CDR) in the name of Director PMU HED Khyber Pakhtunkhwa . 3. Any bid not secured in accordance with ITB Clauses 17.1 and 17.3 will be rejected by the Procuring entity as non-responsive, pursuant to ITB Clause 27. 4. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring entity pursuant to ITB Clause 18. 5. The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance guarantee, pursuant to ITB Clause 36. The bid security may be forfeited: If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or In the case of a successful Bidder, if the Bidder fails: To sign the contract in accordance with ITB Clause 35; or To furnish performance security in accordance with ITB Clause 36.
14. Period of Validity of Bids	1. Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring entity, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Procuring entity as non-responsive. 2. In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

15. Format and Signing of Bid	1. The Bidder shall prepare an original and the number of copies of the bid, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern. 2. The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be sign and stamp by the person or persons signing the bid otherwise the bid shall be rejected by the Procuring entity as non-responsive. 3. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. 4. The Bidder shall furnish information as described in the Form of Bid On commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
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SUBMISSION OF BIDS

16. Sealing and Marking of Bids	1. All the bids prepared in accordance with the instructions stipulated in the Standard Bidding Document must be submitted electronically via E-PADS (https://kp.eprocure.gov.pk). Manual submissions of the bids will not be accepted. 2. All the required documents shall be scanned and uploaded along with the bid on E-PADS (https://kp.eprocure.gov.pk) 3. Only registered bidders on EPADS are eligible to participate in the bidding process. 4. Interested bidder must registered via: https://kp.eprocure.gov.pk/#/supplier/regist ration.
17. Deadline for Submission of Bids	1. Bids must be received by the Procuring entity at the address specified under ITB Clause 20 no later than the time and date specified in the Bid Data Sheet. 2. The Procuring entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended
18. Late Bids	18.1 Any bid received by the Procuring entity after the deadline for submission of bids prescribed by the Procuring entity pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.
19. Bidding for Selective Items	19.1 Bidders are required to quote the rates for all items of the bid. The bid for selective items will be considered rejected.
20. Modification and Withdrawal of Bids	1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, 2. Including substitution or withdrawal of the bids is received by the Procuring entity prior to the deadline prescribed for submission of bids.
	3. No bid may be modified after the deadline for submission of bids. 4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may
	result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause

OPENING AND EVALUATION OF BIDS

21. Opening of Bids by the Procuring entity	1. The Procuring entity will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present Shall sign a register evidencing their attendance. 2. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 22. 3. Bids (and modifications sent pursuant to ITB Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders. 4. The Procuring entity will prepare minutes of the bid opening.
22. Clarification of Bid	22.1 During evaluation of the bids, the Procuring entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, Offered, or permitted.

23. Preliminary Examination	Does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. 3. The Procuring entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. 4. Prior to the detailed evaluation, pursuant to ITB Clause 28 the Procuring entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially Responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Applicable Law (GCC Clause 24), and Taxes and Duties (GCC Clause 26), will be deemed to be a material deviation. The Procuring entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. 5. If a bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the Nonconformity.
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	Does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. 6. The Procuring entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. 7. Prior to the detailed evaluation, pursuant to ITB Clause 28 the Procuring entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially Responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Applicable Law (GCC Clause 24), and Taxes and Duties (GCC Clause 26), will be deemed to be a material deviation. The Procuring entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. 8. If a bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the Nonconformity.
24. Evaluation and Comparison of Bids	1. The Procuring entity shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB. 2. All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Bid Solicitation Documents (BSDs). 3. For the purpose of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in
	the bidding documents. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the state bank of Pakistan. 24.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

25. Rejection of Bids	1. The procuring entity reserves the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring entity shall upon request communicate to any bidder who submitted a bid or proposal, the grounds for rejection of all bids or proposals. As per Rule No. 47 of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. 2. Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids. 3. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if: i. Received without earnest money; ii. Received without original slip of tender fee; iii. It is received after the date and time fixed for its receipt; iv. The Bid Solicitation Document (BSD) each page shall be signed and stamped; v. The offer is ambiguous; vi. The offer is conditional i.e. advance payment or currency fluctuations etc.; vii. The offer is from blacklisted firm in any Federal / Provincial Government Department; and viii. The offer is for store / items not conforming to the specifications indicated in the tender enquiry;
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	ix. Received without affidavit stating that the firm is not backlisted or to the effect that the bid security is placed/ enclosed in financial bid. This can be on stamp paper or on the official pad of the firm/bidder x. Received without registration certificates;
26. Contacting the Procuring agency	1. Subject to ITB Clause 26, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring entity, it should do so in writing. 2. Any effort by a Bidder to influence the Procuring entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

AWARD OF CONTRACT

27. Post-qualification	1. In the absence of prequalification, the Procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted the highest- ranking fair bid (best evaluated bid) is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3. 2. The determination will take into account the Bidder's financial, technical, and service providing capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Procuring entity deems necessary and appropriate. 3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring entity will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform Satisfactorily.
28. Award Criteria	28.1 Subject to ITB Clause 32, the Procuring entity will award the contract to the successful Bidder whose bid has been determined to be highest ranking fair bid (best evaluated bid), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily in conformity with Section 6(2)(b) of Khyber Pakhtunkhwa Public Procurement Rules, 2014
29. Procuring entity's Right to Vary Quantities at Time of Award	29.1 The Procuring entity reserves the right at the time of contract award to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring entity's Right to Accept any Bid and to Reject any or All Bids	30.1 The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to acceptance of bid or proposal, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring entity's action
31. Notification of Award	31.1 Prior to the expiration of the period of bid validity, the Procuring entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2 The notification of award will constitute the formation of the Contract. 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 37, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.

32. Signing of Contract	1. At the same time as the Procuring entity notifies the successful Bidder that its bid has been accepted, the Procuring entity will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. 2. Within Thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring entity.
33. Performance Security	1. Within Thirty (20) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in shape of CDR(5%) (Amount and detail mentioned in Bid Data Sheet) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring entity. 2. Failure of the successful Bidder to comply with the requirement of ITB Clause 35 or ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring entity may make the award to the next highest evaluated Bidder or call for new bids.
34. Corrupt or Fraudulent Practices	34.1 The Government of Khyber Pakhtunkhwa requires that Procuring entity's (including beneficiaries of donor agencies' loans),as well as Bidders/Suppliers/Contractors under Government- financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPPRA Act, 2014 and Rules made there under: a. defines, for the purposes of this provision, the terms set forth below as follows: i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

	ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Procuring entity of the benefits of free and open competition; b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government-financed contract if it at any time determines that the firm has engaged in corruptor fraudulent practices in competing for, or in executing, a government-financed contract. 34.2 Furthermore, Bidders shall be aware of the provision stated in sub- clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
35. Integrity Pact	35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity 34.2 Pact shall make the bidder non-responsive.
36. Limitation on Negotiations	1. Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details. Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final): i. minor alterations to technical details, such as the scope of work, the specification or drawings; ii. minor amendments to the Special Conditions of Contract; iii. finalization of payment schedule and ancillary details; iv. mobilization arrangements; v. agreements on final delivery or completion schedules to accommodate any changes required by the Procuring entity;

	vi. the proposed methodology or staffing; vii. inputs required from the Procuring entity; viii. clarifying details that were not apparent or could not be finalized at the time of bidding; ix. The Bidder’s tax liability in Pakistan, if the Bidder is a foreign company. Minor alterations to technical details, such as the scope of work, the specification or drawings;
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37. Negotiation shall not be used to	1. substantially change the technical quality or details of the requirement, including the tasks be or responsibilities of the Bidder/firm/authorized dealer/ manufacturer or the provision of goods: i. substantially alter the terms and conditions of Contract; ii. reduce unit rates or reimbursable costs; substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals alter the submitted financial bid
38. Bid Form	38.1 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, and their country of origin, quantity, and prices.

PART ONE-SECTION II

General Conditions of Contract

GENERAL CONDITIONS OF CONTRACT

1. Definitions	1.1 In this Contract, the following terms shall be interpreted as indicated: “The Contract” means the agreement entered into between the Procuring entity and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations. “The goods” which the Supplier is required to provide to the Procuring entity under the Contract. “GCC” mean the General Conditions of Contract contained in this section. “SCC” means the Special Conditions of Contract. “The Procuring entity” means the organization/Department procuring goods, as named in SCC. “The Procuring entity’s country” is the country named in SCC. “The Service Provider” means the individual or firm providing the goods under this Contract. “The Project Site,” where applicable, means the place or places named in SCC. “Day” means calendar day.
2. Application	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Country of Origin	1. All the goods provided under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC. 2. The origin for provision of goods is distinct from the nationality of the Supplier.
4. Standard	4.1 The goods provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards as mentioned in BSDs appropriate to the country of origin. Such standards shall be the latest issued by the Concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1 The firm/authorized dealers/manufacture shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in Confidence and shall extend only as far as may be necessary for purposes of such Performance.

	5.2 The Supplier shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract. 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Supplier’s performance under the Contract if so required by the Procuring entity. 5.4 The Supplier shall permit the Procuring entity to inspect the Supplier’s Accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring entity, if so required.
6. Performance Guarantee and Patent Right	1. Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring entity the performance guarantee in the amount specified in SCC. The Supplier shall indemnify the Procuring entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity’s country. 2. The proceeds of the performance guarantee shall be payable to the Procuring entity as compensation for any loss resulting from the Service Provider’s failure to complete its obligations under the Contract. 3. The performance security shall be denominated in the currency of the Contract acceptable to the Procuring entity and shall be in one of the following forms: a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring entity’s country, in the form provided in the bidding documents or another form acceptable to the Procuring entity; or a cashier’s or certified cheque. 6.4 The performance guarantee will be discharged by the Procuring entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, Including any warranty obligations, unless specified otherwise in SCC.
7. Inspections and Tests	1. The Procuring entity or procurement committee or its subcommittee notified for the purpose (if any) shall have the right to inspect quality of goods etc. to confirm their conformity to the Contract requirement at no extra cost to the Procuring entity. SCC and the Technical Specifications shall specify what inspections and tests the Procuring entity requires and where they are to be Conducted. The Procuring entity shall notify the firm/authorized dealers/manufacture in writing, in a timely manner, of the identity of any committee/sub- committee notified for these purposes. 2. The inspections may be conducted at point of delivery (as above). If
	conducted on the premises of the firm, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the technical committee/members at no charge to the Procuring entity. 7.3The Procuring entity’s right to inspect, test and, where necessary, reject the goods. Nothing in GCC Clause 8 shall in any way release the supplier from any Warranty or other obligations under this Contract.

8. Payment	1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC. 2. The firm request(s) for payment shall be made to the Procuring entity in writing, accompanied by an invoice describing, as appropriate, the goods provided, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract. 3. Payments shall be made by the Procuring entity subject to release and Availability of funds and other financial codal formalities required to be fulfill by the firm. Payment must be made in Pakistani Rupees.
9. Prices	9.1 Prices charged by the firms for good provided under the Contract shall not vary from the prices quoted by the firm in its financial bid. No change in prices/demand shall be made due to price hike of the goods.
10. Change of Orders	10.1 Any change in orders for supply of goods may remain with procuring entity after the approval of the competent authority i.e., Director PMU HED Khyber Pakhtunkhwa
11. Contract Amendments	11.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
12. Assignment to	12.1 The firm shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.
13. Subcontracts	1. The firm shall notify the Procuring entity in writing of all Sub-contracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the firm/authorized dealer/manufacturer from any liability or obligation under the Contract. 2. Subcontracts must comply with the provisions of GCC Clause 3.

14. Delays in the firm/Company Performance	1. Goods provision shall be made by the firm/Company in accordance with the time schedule prescribed by the Procuring entity in the Supply Order. 2. If at any time during performance of the Contract, the firm/ Company or its subcontractor(s) should encounter conditions impeding timely provision of the goods supply, the firm shall promptly notify the Procuring entity in writing of the fact of delay, it's likely duration and its cause(s). As soon as practicable after receipt of the firm/ Company notice, the Procuring entity shall evaluate the situation and may at its discretion extend the supply of goods time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 3. Except as provided under GCC Clause 25, a delay by the firm/ authorized dealer/manufacturer in supply of goods, its obligations shall render the firm/authorized dealer/manufacturer liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated Damages.
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15. Liquidated Damages	15.1 Subject to GCC Clause 19, if the firm/authorized dealer/manufacturer fails to Provide goods within the period(s) specified in the Contract, the Procuring entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the price of the delay supply of goods for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum (60 days of penalty as specified in SCC) is reached, the Procuring entity may consider termination of the Contract pursuant to GCC Clause 18.
16. Terminating for Default	1. The Procuring entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the firm/Company, may terminate this Contract in whole or in part: if the firm/Company fails to deliver goods within the period(s) specified in the Contract/Supply Order, or within any extension thereof granted by the Procuring entity pursuant to GCC Clause 22; or If the firm/Company fails to perform any other obligation(s) under the Contract. If the firm/ Company, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the procuring entity of the benefits of free and open competition. 2. In the event the Procuring entity terminates the Contract in whole

	or in part, pursuant to GCC Clause 24.1, the Procuring entity may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the firm/ Company shall be liable to the Procuring entity for any excess costs for such similar provision of goods. However, the firm/Company shall continue Performance of the Contract to the extent not terminated.
17. Force Majeure	1. Notwithstanding the provisions of GCC Clauses 20, 21, and 24, the firm/Company shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 2. For purposes of this clause, “Force Majeure” means an event beyond the control of the firm/Company and not involving the firm/Company fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 3. If a Force Majeure situation arises, the firm/ Company shall promptly notify the Procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring entity in writing, the firm/ Company shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18. Termination for Insolvency	18.1 The Procuring entity may at any time terminate the Contract by giving written notice to the firm/ Company if the firm/ Company becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the firm/ Company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring entity.

19. Termination for Convenience	19.1 The Procuring entity, by written notice sent to the firm/ Company, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring entity's convenience, the extent to which performance of the firm/ Company under the Contract is terminated, and the date upon which such termination becomes effective.
20. Resolution of Disputes	20.1 The Procuring entity and the firm/ Company shall make every effort to resolve amicably, under Section 35 of KP-PPRA Act 2012.
21. Governing Language	21.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. Applicable Law	22.1 The Contract shall be interpreted in accordance with the Laws/Acts (Applicable) in the Procuring entity's country, unless otherwise specified in SCC.
23. Notices	1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party's address specified in SCC. 2. A notice shall be effective when delivered or on the notice's effective date, whichever is later
24. Taxes and Duties	24.1 Firm/ Company shall be entirely responsible for all taxes, duties, license fees (Federal and Provincial) etc., incurred until delivery of the goods supplied to the Procuring entity.

PART TWO SECTION

. INVITATION FOR BIDS

Director, Project Management Unit Higher Education Department Khyber Pakhtunkhwa, invites sealed bids under National Competitive Bidding (NCB) from well-reputed manufacturers/Firms, or from their authorized dealers duly registered with income and sales tax authorities and Khyber Pakhtunkhwa Revenue Authority for “**Establishment of Computer Labs in Government Colleges - ETEA CSR Funding Initiatives**”

1. Bidding shall be conducted through Single Stage-two Envelopes Bidding Procedure as per KPPRA Rules-2014.
2. Bidding documents, detailed description, and quantities of items, can be downloaded from the following official website of HED, E-PADS <https://eprocure.gov.pk/> and KPPRA official website www.gov.kppra.pk.
3. The firms are advised to submit bids electronically via E-PADS <https://eprocure.gov.pk/> before **28/08/2026 at 03:00PM**. The bids shall be opened on the same day by the Procurement committee in the presence of Representatives of the bidders who chose to attend at **28/08/2026 03:30 PM** in the Committee room of Higher Education Department Civil Secretariat Peshawar Khyber Pakhtunkhwa. Bid submitted after due date & time shall not be entertained.
4. The bid must be accompanied with Bid Security @ 2% of the total quoted bid value in the shape of Demand Draft (DD) or Call Deposit Receipt (CDR) in the name of the undersigned.
5. Rates shall be quoted in Pak Rupees and on FOR basis inclusive all taxes where applicable and valid up to 30th June 2028.
6. All bidders are required to be registered with the Khyber Pakhtunkhwa Revenue authority, established under the Khyber Pakhtunkhwa Finance Act, 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013), for works, consulting and non-consulting services as listed in schedule-II of the Act *ibid*).
7. Bidders are required to offer most competitive lowest rate of their items inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules. The bid must be valid up to 90 days from date of opening of the bid.
8. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

**Director
Project Management Unit
Higher Education Department Peshawar
Contact No. 091-9214429**

SECTION II. BID DATA SHEET

ITB Ref	Description	Detail
ITB Clause 1.1	Name of procuring entity & source of funds	Director PMU HED Khyber Pakhtunkhwa
ITB Clause 2.1	Name of Contract	Establishment of Computer Labs in Government Colleges - ETEA CSR Funding Initiative
ITB Clause 2.1	Qualification requirements for eligible bidders	Firm/Company
IFB Clause 4	Commencement date of provision of Bidding Document	From the date of advertisement
ITB Clause 23	Bidding for Selective Item	Bidders may quote the rates for the required goods including spare parts and after sales services on standard terms of the manufacturer not less than 12 months.
ITB Clause 5	Bidding procedure	All the bids prepared in accordance with the instructions stipulated in the Standard Bidding Document must be submitted electronically via E-PADS (https://kp.eprocure.gov.pk). Manual submissions of the bids will not be accepted. Only registered bidders on EPADS are eligible to participate in the bidding process. Interested bidder must registered via: https://kp.eprocure.gov.pk/#/supplier/registration.
ITB Clause 7	Clarification(s) on Bidding Documents	Director PMU HED Khyber Pakhtunkhwa
ITB Clause 9	Language of bid	English
ITB Clause 12	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies (Federal/Provincial) etc. for the required goods
ITB Clause 13	Currency of Bid	PKR @ 2% of the cost quoted for the items/goods for whole Lot

ITB Clause 42	Name of the Bid Form (Primary documents)	i. Bid form and price schedules ii. Bid security form iii. Performance Security iv. Contract form v. Bank guarantee for advance payment vi. Integrity pact
ITB Clause 17	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money amounting equal to PKR @2% of the Bid amount in shape of Call Deposit (CDR), in the name of Director, PMU HED Khyber Pakhtunkhwa.
ITB Clause 18	Bid validity period	90 days
ITB Clause 21	Last date and time for the receipt of bidding document	28/08/2026 at 03:00 PM
ITB Clause 25	Date, time and venue of opening of technical bids	28/08/2026 at 03:30 PM Committee Room of Higher Education Civil Secretariat Peshawar Govt. of Khyber Pakhtunkhwa
ITB Clause 37	Performance Security	The Performance Guarantee @ 5% to 10% (Bank guarantee/CDR) against contract value from the bidders at the time of LOA (Letter of Acceptance) in the shape of Call Deposit or Bank guarantee, submission under GCC Clause 6 shall be retained by the Procuring Entity as Performance Security till the end of contract period as per bid award.
ITB Clause 20.2	Address of Procuring entity	Director PMU HED Khyber Pakhtunkhwa.

SECTION III
SPECIAL CONDITIONS OF
CONTRACT TABLE OF CLAUSES

DEFINITIONS (GCC CLAUSE 1)
COUNTRY OF ORIGIN (GCC CLAUSE 3)
PERFORMANCE SECURITY (GCC CLAUSE 6)
INSPECTIONS AND TESTS (GCC CLAUSE 7)
PAYMENT (GCC CLAUSE 8)
LIQUIDATED DAMAGES (GCC CLAUSE 17)
RESOLUTION OF DISPUTES (GCC CLAUSE 20)
GOVERNING LANGUAGE (GCC CLAUSE 21)
APPLICABLE LAW (GCC CLAUSE 22)
NOTICES (GCC CLAUSE 23)

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.

Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring entity should draft specifically for each procurement.

1. Definitions (GCC Clause 1)

GCC 1.1 (f)—The Procuring entity is: Department of PMU HED, Govt. of Khyber Pakhtunkhwa

GCC 1.1 (g)—The Procuring entity's country is: Pakistan

GCC 1.1 (h)—The goods provider is: Firm/Company

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods in Government-Financed Procurement"

3. Performance Security (GCC Clause 6)

The performance security 10% of quoted amount from the bidders at the time of LOA (Letter of Acceptance) in the shape of call deposit and/or Bank guarantee, submission under GCC Clause 6 and SSC Clause 03, shall be retained by the Procuring Entity as Performance Security till the performance of the contract period and will be released back to supplier in response to applying for the same by him to the Procuring Entity after successful completion of all the contractual obligations of framework contract agreement and the SBDs.

4. Inspections and Tests (GCC Clause 7)

GCC 7.2— The inspections of goods as mentioned in BSD may be conducted at point of delivery nominated by the procuring entity or If the procurement committee decides to conduct on the premises of the bidders (firm/Company), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

5. Payment (GCC Clause 8)

The Supplier's request(s) for payment shall be made to the Procuring entity in writing, accompanied by an invoice describing, as appropriate, the goods provided, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract. (Payment shall be made as per terms of the contract by submitting Invoice and Proof of Performance/complete supply of goods and inspection report, Payment shall be made in Pakistani Rupees.).

6.

Liquidated Damages (GCC Clause 15)

Applicable rate: 0.01% per day of the total Contract price.

7.

Resolution of Disputes (GCC Clause 20)

The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows: In the case of a dispute between the Procuring entity and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring entity’s country.

8.

Governing Language (GCC Clause 21)

The Governing Language shall be: **English**

9.

Applicable Law (GCC Clause 22)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

i.

Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014

ii.

The Arbitration Act 1940

iii.

The Contract Act 1876

iv.

The Employment of Children (ECA) Act 1991

v.

The Bonded Labor System (Abolition) Act of 1992

vi.

The Factories Act 1934

vii.

Any other Law/Act/Rules applicable.

10.

Notices (GCC Clause 23)

Procuring Entity’s address for notice purposes: PMU HED D e p a r t m e n t Govt. of Khyber Pakhtunkhwa

Supplier’s address for notice purposes: _____

SECTION-IV SCHEDULE OF REQUIREMENT

Name of Firm/Company_____

Items with Specification

Sr #	Name of Items	Specification	Quantity	Unit Price	Total Price
A	Desktop Computers	Core i5 14th Gen, 16GB RAM, 512GB SSD, 21.5” LED, WiFi/LAN, licensed OS, keyboard/mouse etc	460 Approx		
B	Furniture & Fixtures				

	Smart Computer Table	Dimensions: 4 ft (L) × 2 ft (W) × 2.5 ft (H) Material: 32 mm laminated MDF top with MS steel frame Features: Cable tray, cable grommet, CPU holder, integrated power module, monitor-ready design, scratch- and water-resistant finish.	460 Approx		
	Revolving chair(Computer)	Ergonomic Computer Task Chair	460 Approx		
C	Plant & Machinery				
	Air Conditioner	Capacity: 1.5 Ton (20500 BTU Cooling / 20300 BTU Heating) Technology: DC Inverter (T3 Compressor) Operating Temp: Efficient Cooling up to 52° C Refrigerant: R-32 Airflow: 1100 Features: WiFi, Self-Clean, Turbo Mode, Ampere Lock (50%, 75%, 100%) Warranty: 10 Years Compressor, 4 Years PCB, 1 Year Parts	11		
D	Miscellaneous	Branding, Electrification and Networking	Lump Sum		
	GRAND TOTAL (FURNITURE & FIXTURE, LAB EQUIPMENT, COMPUTER & ALLIED ACCESSORIES AND PLANT & MACHINERY)				

Note: Bidder/Firm should quote all the items mention above. Partial bid is not allowed.

SECTION V
MINIMUM ELIGIBILITY CRITERIA

The Bidder(s) (Only Supplier) should meet the following Eligibility Criteria to participate in the Bid Process and must enclose documentary proof for fulfilling the Eligibility in the Technical Proposal:

S. No	Mandatory Criteria	Documentary Evidence	Check List	
			Yes	No
1	Bidder Registration under the Laws of Pakistan	Certificate of Registration with SECP/Registrar of firm/Register with any other Authority		
2	Registration with Income & Sale Tax Department & KPRA (Income tax exemption certificate by FBR must be attached in case exemption of Income tax)	Certificate of Registration and in Active Tax-payer List.		
3	The Bidder should have Total working capital/ Network of PK Rs. 500.00 million in the Three audited financial year (2023-24, 2024-25, 2025-26)	Annual Report including Balance Sheet ,income statement and profit & Loss accounts along with auditors notes for the last three Audit Years audited should be submitted Audit Reports should be from QCR rated Firms		
4	The Bidder should have paid Total Income Taxe of PK Rs20.00 million in Pakistan in the last Three audited years year (2023-24, 2024-25, 2025-26)	Income Tax Returns for the last three audited years should be submitted.		
5	Specification Compliance with Bidding Documents	Quoted Product is in Top IDC/Gartner Ranking in case of IT equipment Specification quoted by the firm/Brochures		
6	Undertaking on affidavit	The bidder shall attached an affidavit that 2% original CDR is attached with financial Proposal		
7	Authorization	MAL from OEM/Partner/Dealership		

1. Bidder should not have been blacklisted by any of the Provincial / Federal Government or organizations of the state / Federal Government in Pakistan.
(Undertaking on stamp paper should be attached Annex-C)
2. The Competent authority reserves the right to cancel / disqualify any or all tenders according to KPPRA Rules 2014 at any stage without any reason.
3. Incomplete Technical proposal without fulfilling the legally mandatory required documentation will be disqualified straightaway and will not be included for further process.
4. Bidder should quote all the items mention above.

EVALUATION CRITERIA

There will be a single stage two envelope procedure (Technical Proposal + Financial proposal). Preliminary evaluation (Initial Screening) of technical bids will be done on the basis of the following parameters:

- 1. Bidder should be a Company/firm having legal presence in Pakistan.
- 2. Bidder must have successfully implemented the proposed application. (Only those Projects should be considered where bidder can provide the successful completion certificate from the Client Organization.)
- 3. Bidder should have valid NTN and STRN Certificates.

Note: Failing to qualify for any of the above criteria will not be considered for further evaluation. Detailed technical evaluations will be done for firms who qualify for the preliminary evaluation mentioned above. These firms will be asked to give presentations on their solution. Ratings for the technical evaluation will be as follows:

	Marks
Technical Evaluation	70%
Financial Evaluation	30%

Financial bids for firms who score at least 70% on the technical evaluation (as a whole) will be opened before the representatives who wish to attend the tender opening. While the financial proposal of disqualified firms will return unopened. 30% weight age will be given to financial proposals of responding organizations. The formula for financial scoring is that the lowest bid gets 30 points and the other bidders score 30 multiplied by the ratio of the lowest bid divided by the quoted price.

Example:

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) *30Financial scoring of the third lowest bidder will be = (A/C) *30 Technical scoring out of 100 = A Carried Forward & Prorated Technical scoring = A x 0.7

Points obtained in the detailed technical evaluation will be carried forward & prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (**Technical Score + Financial Score**). **The decision of this Committee will be binding on all concerned and will in no case be challengeable in any forum.**

TECHNICAL EVALUATION CRITERIA

S.No	Criteria	Marks
1	EXPERIENCE/PROJECTS IN GOVERNMENT SECTOR	
	b. No of Completed projects of Same Nature(IT Equipment/Lab Equipment/Machinery/Fixtures) in Government Sector (5 Marks for each project max 3 projects) (Each Project Value Min 20.00 m) During Financial Year (2020-26)	15
	c. . No of Ongoing project of Same Nature(IT Equipment/Lab Equipment/Fixtures/Machinery) in Government Sector (Project Value Min 150.00 m) During Audit Financial Year (2020-26)	10
2	FINANCIAL CAPABILITIES	
	a. Available Bank Balance (Closing Bank Balance on 30th June 2026 (up to 10.00m=2 Marks, 15.00m=4 Marks, 20.00m= 6 Marks, 25.00m=8 marks, 30.00m or Above=10 Marks)	10
	b. Income tax paid last Audit financial year (2025-26) (up to 2.00 m=2 Marks, 4.00 m = 4 Marks , 6.00 m=6 Marks, 8.00 m= 8 Marks, 10.00 m=10 Marks)	10
	c. Audit Reports Last Audit Financial Year (2025-26) (Supply to government department (Sales)) (up to 40.00 m=2 Marks, 80.00 m = 4 Marks , 120.00=6 Marks, 160.00= 8 Marks,200.00=10 Marks)	10
	d. Bank Statement Last Audit Financial year (2025-26)(only Credit to firm account) (up to 90.00 m=2 Marks, 180.00 m = 4 Marks , 270.00 m=6Marks, 360.00 m= 8 Marks, 400.00 m or Above=10 Marks)	10
3.	PERSONAL/HUMAN RESOURCE	
	a. Registered Engineers(Electrical, Computer) (3) (Three mark for each) and Technical trained staff(3) (one mark for each)	9
4.	OFFICE/WORKSHOP FACILITY	
	a. Availability of office at Khyber Pakhtunkhwa to be verified with Ownership / Rent Agreement	4
5.	CERTIFICATES	
	a. ISO Certificate 9001:2015	4
	b. ISO Certificate 14001:2015	4
	c. ISO Certificate 45001:2018	4
6	Bidder must be registered with Pakistan Software Export Board	10
	TOTAL MARKS	100
	PASSING MARKS	70

DIRECTOR
PMU HED Khyber Pakhtunkhwa

SECTION VI

SAMPLE FORMS

BID FORM AND PRICE SCHEDULES
BID SECURITY FORM
CONTRACT FORM
PERFORMANCE SECURITY FORM
BANK GUARANTEE FOR ADVANCE PAYMENT
INTEGRITY PACT
AFFIDAVIT

BID FORM AND PRICE SCHEDULES

Date: _____ IFB No: _____

To: Director PMU HED Khyber Pakhtunkhwa Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. [_____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Percent of the Contract Price for the due performance of the Contract, in the _____ form prescribed by the Procuring entity.

We agree to abide by this Bid for a period of **[number]** days from the date fixed for Bid opening under Clause 25 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity

(if none, state “none”)

We understand that you are not bound to accept the highest or any bid you may receive. Dated this day of _____ 2026 .

(signature)

(in the capacity of)

PRICE SCHEDULE IN PAK. RUPEES

Name of Bidder Firm/Company_____

IFB Number_____ Page of_____

Sr. No.	Name of Items	Price per unit (goods) (Inclusive of all taxes i.e., Federal and Provincial)	Quantity	Total Amount in PKR
1.	Furniture & Fixture, Lab Equipment, Computer & Allied Accessories, and Plant & Machinery		1	

Signature of Bidder _____

Note:

- i. In case of discrepancy between unit price and total, the unit price shall prevail.
- ii. Prices must be quoted on the letter head of concerned firm/Company

Signature and seal

BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (here in after called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_day of_20.

THE CONDITIONS of this obligation are:

- i. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of bid validity:
- iii. fails or refuses to execute the Contract Form, if required; or
- iv. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

CONTRACT FORM

THIS AGREEMENT is made and agreed today on Day, Month, 2026 between **Director PMU HED Khyber Pakhtunkhwa** (*hereinafter referred to as the Procuring Entity or the first party*) and **M/S FIRM NAME**, Peshawar (*hereinafter referred to as the Bidder or the second party*) that:

1. The approved prices of all individual items (mentioned above) quoted in the financial bids shall remain valid till and up to Day Month, 2028
2. During the period of the contract, M/S FIRM NAME will be bound to deliver the items of the approved quality from time to time at the approved rates within specified date, time and place of delivery at receipt of work Order. In case of failure, reserve the right to impose the penalty @ 0.5 % per day of the contract value and may terminate the contract on late delivery and or on providing poor services.
3. M/S FIRM NAME will **NOT claim** or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
4. The Unit Cost agreed in the Price Schedule as quoted by bidder in the financial bid, is inclusive of installation, testing, commissioning, all applicable taxes and costs associated with transportation and other agreed incidental costs.
5. As mentioned in Special Conditions of Framework Contract, the bid security of Rs.----
----/- from the service provider at the time of LOA (Letter of Acceptance) in the shape of call deposit, submission under GCC Clause 7 and SSC Clause 03, shall be retained by the Procuring Entity as Performance Security till the end of framework contract period and will be released back to supplier in response to applying for the same by him to the Procuring Entity after successful completion of all the contractual obligations of this framework contract agreement and the SBDs.
6. Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Bidder to the Procuring Entity immediately after complete supply. The Bidder shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.
7. The payment will be made by client within one month of the completion of the supply/inspection, however in case of non-availability of budget the institution will make payment after releasing of budget from the competent authority.
8. In case of the situation related to Force Majeure, the Bidder shall inform the Procuring Entity in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Entity for the grant of extension in the supply period. The extension shall be the option of procuring entity.
9. Director-PMU HED Khyber Pakhtunkhwa as the case may be, and the M/S FRIM NAME shall make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract/supplies. However, despite such negotiation if the client and M/S FIRM NAME have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary to The Government of Khyber Pakhtunkhwa Department of E & SE Department for decision and shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
10. The Procuring Entity may at anytime terminate the Contract by giving written notice of one month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Bidder, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

11. In case M/S FIRM NAME repudiates the contract or fails to furnish performance and as the case may be the Procuring Entity shall proceed for debarment or blacklisting of the bidder and call deposit/bank Guarantee of the firm will be forfeited.

PROCURING ENTITY	FIRM/COMPANY
NAME	NAME
Designation:	Designation:
CNIC No.	CNIC No.
Address:	Address:
WITNESS 1	WITNESS 2
NAME	NAME
Designation:	Designation:
CNIC No.	CNIC No.
Address:	Address:

PERFORMANCE SECURITY FORM

To: [name of Procuring entity]

WHEREAS [name of firm/Company] (hereinafter called “the Supplier/Firm/Authorize dealers/ Manufacturer”) has undertaken, in pursuance of Contract No. [Reference number of the contract]dated 20 to supply [description of goods](hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the_____day of_____20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY

(To be furnished on non- judicial stamp paper of appropriate value) Procuring Officer Procuring entity and its address

M/s_____through their agent (hereinafter called the Firm/Company) are submitting their offer against your tender enquiry No for due on _____and have requested us to issue a bank guarantee for_____in your favor as bid security to ensure their compliance with conditions of the tender.

- i. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity’s first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.
- ii. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.
- iii. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders are awarded a contract for supply of goods as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity’s format.
- iv. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you

Our liability hereunder is limited to NAME OF THE BANK _____

WITH ADDRESS _____

AUTHORISED OFFICER OF THE Bank _____

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, 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 Firm/Company] 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 Firm/Company] 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 Firm/ Company] 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, [Firm/ Company] 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: _____ Signature & Seal _____

Name of Seller/Supplier _____ Signature & Seal _____

AFFIDAVIT

I/We, the undersigned solemnly state that:

1. We have read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The undersigned are also eligible Bidders within the meaning of Clause 2 “ELIGIBLE BIDDERS” of the Bid Solicitation Documents.
4. The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
5. The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6. We undertaking in their technical bids that the requisite bid security Rs -----/- is included in their Financial Bid.
7. The undersigned are not blacklisted or facing debarment from any Government, or its organization or project, all the information provided is valid and updated.
8. The undersigned has no dispute anywhere in the province regarding supplies.
9. That the bidder has not withheld any information what so ever and provided information is correct and up to date, in case any such information arises later/ found by Procuring entity which may ultimately lead to disqualification, will be acceptable at any stage.
10. We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed _____

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm.