



TENDER DOCUMENT

**For the Procurement of Printing Services for an HRDC-IMSciences Project titled
“Improved Access to Services through Analogue and Digital Participation in Local
Governance, Health and Education”.**

Deadline for submission of tender Document: 11:00 AM, 26-03-2024

Tender Opening: 12:15 PM, 26-03-2024

Procurement Officer

Institute of Management Sciences, Peshawar

Plot No: 1-A, E-5, Phase-7, Hayatabad,

Peshawar.

Tel: 091-5861024-25 (Ext#218)

A. REQUEST FOR QUOTATION

(For the Procurement of Printing Services)

Human Resource Development Center (HRDC) of the Institute of Management Sciences, Peshawar invites competitive sealed quotations from reputed firms with FBR & KPRA, Peshawar for the above mentioned Procurement under its project titled "Improved Access to Services through Analogue and Digital Participation in Local Governance, Health and Education". Prices should be quoted inclusive of all taxes. No Joint Venture is allowed. Tender documents containing bidding procedure, terms & conditions, scope of work and items specifications can be obtained from the office of the undersigned during office hours.

Sealed bids should be submitted latest by 26-03-2024 at 11:00 A.M along-with earnest money of 2% of total value of the bid amount in the form of Call deposit Receipt in favor of Institute of Management Sciences, Peshawar.

Bids will be opened on the same day at 12:15 PM in the presence of interested bidders or their authorized representatives, if any, in the Basement Board Room, Research & Seminar Block of the Institute of Management Sciences (IMSciences), 1-A, Sector E-5, Phase-VII, Hayatabad, Peshawar, at the stipulated time.

Clarification/information (if any) may be obtained on any working day during office hours. No query will be entertained at the time of bid opening.

Procurement Officer
Institute of Management Sciences, Peshawar
Plot No: 1-A, E-5, Phase-7, Hayatabad,
Peshawar.
Tel: 091-5861024-25 (Ext#218)

B. DATA SHEET

1	Bid Inviting Entity and Address	Institute of Management Sciences, Peshawar Plot No: 1-A, E-5, Phase-7, Hayatabad, Peshawar. Tel: 091-5861024-25
2	a. Name of the Work b. Place of execution	Printing Services IMSciences, Phase 7, Hayatabad Peshawar.
3	Due Date, Time & Place for Collection of Tender Documents	Tender Documents should be collected on or before 25-03-2024, at 04:00 PM Coordinator HRDC, Plot No: 1-A, E-5, Phase-7, Hayatabad, Peshawar.
4	Due Date, Time & Place for Tender Opening	Tender will be opened on 26-03-2024, at 12:15 PM, at IMSciences Peshawar, Phase 7, Hayatabad Peshawar.
5	Contact Person	Procurement Officer – IMSciences, Phase 7, Hayatabad Peshawar. Tel: 091-5861024-25 (Ext :218)

C. Check List

Name of Company/Firm, Land line Contact Numbers (PTCL/NTC) (Fax & E-mail) Profile	
Year of Establishment	
Registration with Khyber Pakhtunkhwa Revenue Authority (attach documentary evidence of 100% active status)	
Registration with FBR/National/Income Tax No (Attach evidence of active status)	
Banker's Name & Contact Details	
Earnest Money @ 2% as Bank Pay Order/Draft is attached with the Pre-qualification Proposal	Yes_____ No._____
Affidavit that the firm is not black listed, by any public body (Format attached)	
Contact Person Name & Designation_____	_____ Authorized Signature & Stamp

D. INTRODUCTION

The Institute of Management Sciences (IMSciences), Peshawar is a leading management school of Pakistan in the public sector. It was established in May 1995. The purpose of the institute is to impart high quality education and training in the field of Business Administration/Management Studies and all allied disciplines. IMSciences has been pursuing its mission successfully and has an excellent reputation amongst the academic community and the business schools of the country. IMSciences is planning to procure Printing Services (details provided in the *Annexure II*).

E. GENERAL SUBMISSION REQUIREMENTS FOR SUBMISSION OF BID

Proposal having both technical & financial sections must be submitted in response to this tender notice in a single envelop. The requirements established by this tender notice for proposal content and format will be used to evaluate proposals/eligibility. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the tender document, will be considered for eligibility. Proposals should provide a concise but complete description of the bidder's ability to meet the requirements of the tender.

All evidence and documentation requested under this tender must be provided at the time the proposal is submitted. Proposals may be submitted directly to the concerned office/section of the IMSciences, Peshawar.

F. METHOD OF PROCUREMENT

Bidding will be conducted through "Open Competitive Bidding" process, specified in Rules of the Khyber Pakhtunkhwa Public Procurement Goods, Works and Services Rules. Bidding is open to all eligible bidders as defined in the KPPRA Procurement Rules 2014 that meet the minimum qualification criteria and required documents. It will be a "Single Stage - Single Envelop/post qualification procedure.

i. Response time:

The sealed bids duly marked as "Procurement Services" must reach the concerned office at IMSciences at plot #1-A, E-5, Phase7, Hayatabad, Peshawar on or before 11:00 A.M on 26-03-2024.

ii. Opening of bids:

Bids received shall be opened on 12:15 PM on 26-03-2024 at IMSciences Peshawar. All bids shall be opened publicly in the presence of the interested bidders or their authorized representatives.

iii. Eligibility/Evaluation Criterion for the Award of the Tender

Selection of successful bidders for the award of the tender will be made upon the following criterion.

- a. Bidders are required to have Registration with FBR & Khyber Pakhtunkhwa Revenue Authority (KPRRA).
- b. Bidders are required to have Valid Bank Account Number of a scheduled Bank and exact address of the bank Branch
- c. Bidder(s) has/have neither been blacklisted by any agency nor involved in any subversive activities.
- d. Bidder who has never been involved in any litigation/arbitration and have no work rescinded in the past.
- e. Proof of legal Status of Company/firm. Forum/Government Agency.

iv. Award of Tender:

Tender would be awarded on the basis of lowest quoted rate(s) & fulfillment of other terms & conditions mentioned in the Eligibility/Evaluation Criterion for the Award of the Tender at Section F(c).

G. GENERAL AND SPECIFIC TERMS AND CONDITIONS OF THE TENDER

Following are general requirements for the vendors.

- a. Vendor has to provide all the services as per requirement of the project implementation of otherwise penalty will be imposed in light of the tender document and KPPRA Rules, 2014.
- b. Payment would be made upon completion of delivery of the items.
- c. All due taxes would be deducted from payments, as per applicable Govt. rules.
- d. Company/firm must quote rates inclusive of all taxes
- e. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- f. The procuring entity may reject any proposal which is vague (In terms of financial proposal) or does not adhere to these instructions.
- g. Each bidder can only submit one offer/quote.
- h. Bidder can apply for one, two or all the three sections.
- i. The request for quotation is non-transferable.
- j. The envelopes should be on the name address and contact details of the addresses and the addressors.
- k. Conditional bid(s) will not be accepted.
- l. Bidders may associate/apply in Joint venture with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once bids are submitted, no such association will be allowed.
- m. Arbitration, in case of any dispute/disagreement arising out of contract execution, which cannot be settled between the two parties (procuring entity and bidder) shall be governed as per Rules of Government of Khyber Pakhtunkhwa.
- n. The quotation must carry the authorized signatures of the representative of the supplier.
- o. The proposals should be in accordance with enclosed specifications and technical design.
- p. Bid validity is 35 days.
- q. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- r. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method "Single Stage - Single Envelope/post qualification"
- s. Bidders are required to quote their rates on the given format as per ***Annexure-III***

H. DOCUMENTS REQUIRED

The firms eligible to apply are required to submit the following documents with their bidding proposal:

- a. Valid registration documents with Khyber Pakhtunkhwa Revenue Authority (In case of Services).
- b. Valid registration documents with Federal Board of Revenue.
- c. Proof of legal Status of the Company/Firm.
- d. Exact & Complete Address and contact numbers of the office(s) of the company/firm.
- e. Affidavit, on judicial stamp paper & duly attested by the Oath Commissioner, to the effect that the:
 - Firm/Vender has neither been blacklisted by any agency nor is involved in any subversive activities.
 - Firm/Vender is/was not involved in any litigation/arbitration and that no work as rescinded in the past.

I. GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT

1. Language

- All communications and documentations related to procurements shall be in English.

2. Bid security deposit

- Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2% of the total value bid cost.

Note:

- The bid security of the successful bidder will be retained (Until completion of the assignment).

J. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

K. PERFORMANCE BANK GUARANTEE (Deleted)

Successful bidders shall furnish a Performance Bank Guarantee of 10% (where applicable) of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance. If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

L. FORFEITURE OF PERFORMANCE BANK GUARANTEE (Deleted)

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract /Work order/ Purchase Order.

M. PAYMENT CLAUSE

Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that Services delivered is in accordance with the contract.
- b. Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (Where applicable).
- e. National Tax Number.
- f. Sales Tax Registration Number. KPRA Registration.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules.

N. OBLIGATIONS AND OPTIONS IN CASE OF NON- FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers.

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/work order/ Contract.

N. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014. If a bidder is not satisfied with the decision of the Committee he may take recourse to the KPPRA. The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties.

O. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his/her own expense to conduct negotiations for settlements of any litigation that may arise there from.

P. SUB-LETTING CONTRACT

The supplier/bidder/vendor shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

Q. BRIBES COMMISSION ETC

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

R. TERMINATION END OF SERVICES

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

1. Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

2. Termination by the bidder

The bidder may suspend the Agreement by a written notice of thirty (30) days only if he/she does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the supplier/bidder/vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated

by the supplier/bidder/vendor under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier/bidder/vendor.

S. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

T. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

U. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

V. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier

Or to such other address as either of these Parties shall designate by notice

Given as required herein. Notices shall be effective when delivered.

AFFADAVIT/CERTIFICATE

(To be filled and signed by the bidder on Stamped Paper of Rs. 100/-)

We undertake that our Firm M/S _____ is never black listed by any Government Department/Agency/Private Organization in any part of Khyber Pakhtunkhwa/Pakistan and that currently our firm/company is not in litigation with any other authority or organization in this capacity.

We hereby confirm to have read carefully complete descriptions of the items and all terms & conditions in the bidding documents. We agree to abide by all these terms, conditions, stipulations, obligations and instructions in the bidding/tender document.

In case of any dispute, decision of the Procurement Committee of IMSciences, Peshawar, would be final and I/we undertake to accept any or all decisions of the committee with respect to acceptance and rejection of our bid, in part or in whole, and that such a decision shall not be appealable in any court of law at any time and at any stage.

I/we solemnly affirm and declare that contents of this undertaking are true to the best of my information, knowledge and belief.

Signature: _____

Name: _____

Designation: _____

Company: _____

Company Seal: _____

Dated: _____

W. Details

Specifications for the Printing Modules

S.No	Description	Qty
1	Printing of Manuals Manual Specifications: <ul style="list-style-type: none">• 92 Pages.• A4 Size (8.5 x 11)• Art Paper (128 Grams)• Cover Artcard (310 Gram)• Colored Printing (Double Side)	900
2	Printing of Fact Sheets Specifications of Fact Sheets <ul style="list-style-type: none">• A4-Size• Art Paper (150 Gram)• Colored Printing (Double Side)	1000

Note

- Digital dsigning has already been finished.
- Vendors may inspect the samples at HRDC-IMSciences, Peshawar.
- Bid should be inclusive of all taxes.
- Financial proposal should be on the format Annexure-III.
- Final printing of all manuals would be subject approval of the Coordinator HRDC.

x. Financial Proposal

S.No	Description	Qty	Unit Rate (Including all taxes) In PKRs	Total (PKRs)
1	Printing of Manuals	900		
2	Printing of Fact Sheets	1000		
Grand Total				