



TENDER DOCUMENT

For the Procurement of Server (IT Equipment)

Deadline for submission of tender document: 11:00 AM, 18th January 2023

Tender Opening: 11:30 AM, 18th January 2023

**Procurement Officer
Institute of Management Sciences, Peshawar, Plot No: 1-A, E-5, Phase-7,
Hayatabad, Peshawar
Tel: 091-5861024-25**

A.Notice Inviting Tenders

For the Procurement of Server (IT Equipment)

HRDC-IMSciences Peshawar is planning to procure Server (IT Equipment) for its project titling “Improved Access to Services through Analogue & Digital Participation in Local Governance, Health and Education”.

Sealed bids are invited from well-established parties registered with Federal Board of Revenue, Islamabad, Government of Pakistan for the above mentioned procurements. Tender documents containing bidding procedure, terms & conditions can be downloaded from the KPPRA & Institute’s websites.

Sealed bids should be submitted latest by or before 18th January 2023 at 11:00 AM along-with earnest @ of 2% of the total bid cost in the form of Call deposit Receipt (CDR)/Bank Draft in favor of Institute of Management Sciences, Peshawar.

Bids will be opened on 18th January 2023 at 11:30 AM in the presence of interested bidders or their authorized representatives, if any, in the Conference Room, 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 Procurement b. Place of Execution | Procurement of Server (IT Equipment) IMSciences, Phase 7, Hayatabad Peshawar. |
| 3 | Due Date, Time & Place for Collection of Tender Documents | Tender Documents should be submitted on or before at 11:00 AM, on 18 th January 2023 to Procurement Officer, Institute of Management Sciences, Peshawar Plot No: 1-A, E-5, Phase-7, Hayatabad, Peshawar. |
| 4 | Due Date, Time & Place for Tender Opening | Tender will be opened at 11:30 AM on 18 th January 2023 in the Board Room of RSB Building of IMSciences, Phase 7, Hayatabad Peshawar. |
| 5 | Contact Person | Procurement Officer, IMSciences, Phase 7, Hayatabad Peshawar. Tel: 091-5861024-25 Ext# 653 |

C. Institute of Management Sciences Peshawar

Check List

| | |
|--|---------------------------------------|
| Name of the Firm, Address(Telephone, Fax & E-mail) Profile | |
| Year of Establishment | |
| National/Income Tax No. | |
| KP Revenue Authority (Registration) | |
| Professional Tax Certificate | |
| Banker's Name & Contact Details | |
| Earnest Money @ 2% as Bank Pay Order/Draft is attached | Yes_____ No._____ |
| Original manufacturer or its authorized partner/dealer/distributor certificate | Yes_____ No._____ |
| Affidavit, on judicial stamp paper & duly attested by the Oath Commissioner, to the effect that the: <ul style="list-style-type: none"> a) Firm/Vender has neither been blacklisted by any agency nor is involved in any subversive activities. b) Firm/Vender is/was not involved in any litigation/arbitration and that no work as rescinded in the past. c) The items quoted are: <ul style="list-style-type: none"> I. Imported on legal channel II. Not refurbished III. Unaltered | |
| Contact Person Name & Designation_____ | _____ Authorized Signature & Stamp |

D. INTRODUCTION

The Institute of Management Sciences (IMSCIENCES) is an autonomous body established under the auspices of the Government of the Khyber Pakhtunkhwa. Institute of Management Sciences (IMSCIENCES) is working towards promotion of management and IT education.

IMSciences is planning to for the Procurement of Server (IT equipment).

Details about these items are mentioned in **Annexure-II**.

E. GENERAL INSTRUCTIONS TO THE BIDDERS

1. General Instructions

1. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (single stage-Single Envelop/Post qualification).
2. The envelopes should be on the name address and contact details of the addresses and the addressors.
3. The bidder shall specify validity in days of the bid submitted. IMSciences, Peshawar may, under exceptional circumstances, request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
4. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
5. 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/IMSciences, Peshawar will be blacklisted and debarred.
6. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
7. The procuring entity may reject any/all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
8. The proposals should be in accordance with enclosed specifications and technical design.
9. Payment would be made upon completion of delivery of all the items.
10. The request for quotation is non-transferable.
11. Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever, will be considered.
12. The quotation must carry the authorized signatures of the representative of the supplier.
13. IMSciences, Peshawar has the right to accept or reject any or all offers without assigning any reason thereof.
14. Arbitration, in case of disagreement, arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder) will be executed as per KPPRA Rules.
15. Bid validity is 35 days.
16. Vendor(s) has/have to quote for the whole tender on turnkey basis and item wise bids will be declared as non-responsive.
17. Bid shall be opened on the next working day if the bid opening/closing date is a public holiday.
18. IMSciences Peshawar has the right to retain ten percent of the total bid cost from the successful bidder as a guarantee.

2. Other Instructions

1. Bidder must provide all the items **within two weeks** with effect from issuance of work order otherwise penalty will be imposed and penalty @ 0.1% per day for each day of the delay up to a maximum of 10% of the contract price.
2. Each bidder can only submit one offer /quote.
3. Bidder(s) may apply for the whole tender and item wise bids will be considered as non-responsive.
4. Standard local warranty should be as specified as defined in the specifications.

3. Documents Required for Qualification of the Vendor

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

1. Certificates of registration/incorporation of firm or company.
2. Valid registration documents of FBR, Islamabad.
3. Documented for standard warranty.
4. Full Address and contact numbers of the office(s).
5. To ensure genuine products, bidders must submit the genuine manufacturer /distributor authorization letter in favor of Director IMSciences which will be verified by the competent authority from the manufacturer.
6. The equipment supplied must be genuine, having an official & local warranty. Quoting refurbish or international warranty equipment is strictly not allowed.
7. Affidavit, on judicial stamp paper that the:
 - a) Firm/Vender has neither been blacklisted by any agency nor is involved in any subversive activities.
 - b) Firm/Vender is/was not involved in any litigation/arbitration and that no work as rescinded in the past.
 - c) The items quoted are:
 - Imported on legal channel
 - Not refurbished
 - Unaltered

G. 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.

a. Response time:

The sealed bids duly marked as “Bid/Proposal for Procurement of Server (IT equipment) must reach the office of the Procurement Officer, IMSciences at plot #1-A, E-5, Phase7, Hayatabad, Peshawar on or before 11:00 AM, on 18th January 2023.

b. Opening of bids:

Bids received shall be opened at 11:30 AM on 18th January 2023 in the Basement Board Room, Research & Seminar Block of the Institute.

All bids shall be opened publicly in the presence of the interested bidders or their authorized representatives.

c. Bid Price

Bid prices quoted should be inclusive of all taxes and stamp duties.

The prices quoted shall be binding for a period 35 days.

d. Evaluation of bids:

All bids should comply with the eligibility criteria and other terms and conditions mentioned herein above.

e. Rejection of bids:

All bids submitted after the time prescribed shall be rejected and returned.

Failure in submission of the above required documents will result the rejection of bid/proposal. Any bid received without earnest money shall be rejected.

f. Award of Tender:

Tender would be awarded on the basis of lowest quoted rate & fulfillment of other terms & conditions mentioned in the tender document.

g. Earnest Money

Earnest money at the rate of 2% of the quoted bid may also be submitted with the bid/proposal in form of Call Deposit Receipt (CDR) in favour of Institute of Management Sciences, Peshawar.

h. 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 Khyber Pakhtunkhwa Public Procurement Rules 2014.

i. 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 KPPRA 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.

j. 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 own expense to conduct negotiations for settlements of any litigation that may arise there from.

k. SUB-LETTING CONTRACT

The supplier 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.

l. 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.

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

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/ Contract.

n. PAYMENT CLAUSE

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

- The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice) (Where applicable).
- National Tax Number.
- Sales Tax Registration Number.
- Certificate in original issued by any one of the Independent Inception (where applicable).
- Bank Account Number and Branch.
- Recovery of all applicable taxes at source should be made as per law of the land.
- Certificate from procuring entity stating Goods as per standard / professional requirement.

o. 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.

a) 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.

b) Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier 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/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 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.

p. 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.

q. 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.

r. 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.

s. 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.

t. 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: _____

u. DETAIL OF ITEMS

| Item | Minimum Specifications |
|-------------|---|
| Server | Processor Intel Xeon E-2314, 2.8GHz. 8MB Cache, 4 Cores/4T Memory 16GB UDIMM, 2666MT/s, ECC Intel® C256 series Chipset or above 2TB, 7.2K NSAS 12Gbps, 3.5 Inch Hard Drive or higher Raid Controller HBA H355 Adapter, Full Height or equivalent Network Options 2 x 1 GbE LOM Front Ports 1 x Dedicated iDRAC Direct micro-USB, 1 x USB 3.0 Rear Ports 5 x USB 2.0, 1 x USB 3.0, 1 x VGA, 1 x Serial Port 1 x iDRAC dedicated NIC port Slots PCIe 2 x PCIe Gen4 slots and 2 x PCIe Gen3 slots Server Warranty 3 Years local official Warranty 18.5 Inch Display (LED Display warranty 1 Year local) |

Note:-

- Financial Proposal should be on the format of *Annexure-III*.

v. Financial Proposal

| S# | Item | Qty | Unit Rate (Rs) Inclusive of all taxes | Total (All taxes Inclusive) |
|--------------|-------------|------------|--|------------------------------------|
| 1 | Server | 01 | | |
| Total | | | | |

Name & Designation

Authorized Signature & Stamp