

## **Bidding Document**

### **Procurement of Microsoft Items under Enterprise agreement (TRUEUP)**

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

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<b>Pre-Bid Meeting</b>	<b>10<sup>th</sup> October, 2019 at 10.30 AM</b>
<b>Last Date for Submission:</b>	<b>16<sup>th</sup> October, 2019 at 10.30 AM</b>
<b>Tender Opening Date:</b>	<b>16<sup>th</sup> October, 2019 at 11:00 AM</b>

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Tender No. BOK/Proc/IT/06/Sep/2019

## Description of Work

### SCOPE OF WORK

The Bank of Khyber require licenses, Security Tools for below mentioned products under Enterprise Agreement (EA) for remaining period of agreement whereas Premier Support Services is required for 1-year contract.

Item	Description	Quantity
Exchange Online ATP	Advance threat protection for the purpose of External Email Spam filtering for incoming emails.	200
TFS	Team Foundation Server for Centralize storage of Development code	01
TFS Cal	Client Access license for accessing Team Foundation Server.	02
Visual Studio Enterprise	Enterprise Development tool for Software Development team.	01
Visual Studio Professional	Professional Development tool for Software Development team	02
Premier Support Services	Microsoft will provide on call Support for different Microsoft products in case of services failure or any other issue in Production Environment	30 hours

### 1. Proposal Response Format

Bidder is required to submit sealed proposal as per **Single Stage single Envelope Procedure**. Proposal shall be submitted in the following format:

#### 2.1 Format of Proposal

Bidder should provide its proposal in accordance with the Scope of Work mentioned above and following **Mandatory Requirements**. Failing to which the proposal will not be considered.

##### 2.1.2 Technical Evaluation Criteria is as follows: -

#	Mandatory Requirements	Vendor Response
1	Bidder's company/firm should be authorized License Solution Partner (LSP) and provide its certificate of the Microsoft having legal presence in Pakistan for the provision of Licenses.	
2	Bidders having minimum 3 (three) years of relevant experience for supply and installation of the desired/quoted equipment from the date of incorporation of the company / registration of the firm shall be eligible to participate.	

3	Bidder must provide evidence of company's registration / incorporation certificate. Government relevant authority.	
4	The Bidder should be active Tax/Sale Tax/GST payer, copy of latest returns to be attached	
5	Copy of registration certification with KPRA (Khyber Pakhtunkhwa Revenue Authority).	
6	The bidder/company/firm should not have been blacklisted by any of the Provincial / Federal Government or organizations of the State / Federal Government in Pakistan and must provide <b>Undertaking</b> on stamp papers duly registered with Notary Public that it is not being blacklisted. Also must provide List of arbitration/legal suits/unsettled disputes with organizations/clients (if any) in last five years	
7	The company/firm <b>Annual Audited Report</b> for the last 03 Financial years.	
8	Company/Firm must provide 3 Purchase Orders and 3 Agreements of similar Scope of Work mentioned above with relevant client references and valid proof.	
9	The company/firm must have legal presence in Pakistan and should submit list of Offices across Pakistan.	
10	The Company/Firm must accept this complete bidding document and affix sign and stamp of the company.	
11	2% Bid Security (any banking instrument excluding Pay Order) of the bid amount.	
12	Bidder must submit Integrity Pact on Stamp Paper dully attested by the Notary Public with of bid amount, with proposal.	
13	No conditional bid will be acceptable	
14	Prices shall be quoted in PKR including all applicable taxes.	
15	Bidder shall provide undertaking on stamp paper regarding provision 2% of the bid amount Performance Guarantee (issue by any schedule Bank) in favor of the Bank of Khyber.	
16	Bidder shall provide Fair Price Certificate on stamp paper dully attested by notary public.	

**Note:** Only the Bidders complying with above Scope of Work, mandatory requirement will be considered for financial consideration.

## **2.2 Format of Financial Proposal**

Bidder must submit its proposal in accordance with the following format: -

<b>SNO</b>	<b>Required Technical Specifications</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>GST</b>	<b>Total Amount</b>
1	Exchange Online ATP (Advance threat protection for the purpose of External Email Spam filtering for incoming emails).	200			
2	TFS (Team Foundation Server for Centralize storage of Development code).	01			
3	TFS Cal (Client Access license for accessing Team Foundation Server).	02			

4	Visual Studio Enterprise (Enterprise Development tool for Software Development team).	01			
5	Visual Studio Professional (Professional Development tool for Software Development team).	02			
6	Premier Support Services (Microsoft will provide on call Support for different Microsoft products in case of services failure or any other issue in Production Environment).	30 hours			
<b>Total Amount</b>					

**2. Tender Acceptance Criteria**

The bidder quoting Lowest Price among bidders that must meet Scope of Work and Mandatory requirement for award of Contract/Purchase Order.

## TERMS & CONDITIONS

1. The Procurement shall be conducted in accordance with the Khyber Pakhtunkhwa Procurement Rules 2014 on **Single Stage Single Envelope Procedure**.
2. Company seal / stamp must be fixed on the Proposal.
3. All the firms applied for the Tender must provide documents in line with the Mandatory requirements and should qualify the mandatory requirements. **If any firm fails to qualify the mandatory requirements, bid shall be considered as nonresponsive bid.**
4. Bids not complying with all the given clauses in this tender document are liable to be rejected.
5. Bid Security (any banking instrument excluding pay order) 2% of the total bid amount must be attached with the proposal in separate sealed envelope in favor of The Bank of Khyber.
6. Successful Bidder shall provide 2% of bid amount performance guarantee (issue by schedule bank) in Favor of The Bank of Khyber, before execution of contract. Other bid security shall be returned.
7. All prices quoted must be in PKR inclusive of all Taxes applicable, such as GST, Income Tax, etc.
8. The prices quoted shall remain valid for 90 days, after the date of opening the tender.
9. Delivery of all items must be made within 20 days of issuance of purchase order.
10. Failure to supply items within specified time period may invoke cancellation of Purchase Order. In addition to that, two percent (2%) bid security amount will be forfeited.
11. The Bank of Khyber will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
12. No negotiations and revised bids will be allowed.
13. Any bid submitted after due date and time will not be entertained.
14. Pre bid meeting will be held on 10<sup>th</sup> October, 2019 at 10.30 am at the Office of, Incharge Procurement Department, 29 A The Mall, Peshawar Cantt.
15. Bidders are required to submit sealed proposals to the office of the **In charge Procurement Department, The Bank of Khyber** on or before **16 October, 2019 at 10.30 AM**. Tender Opening on same day at **11.00 AM** at 29-A The Mall, The Bank of Khyber, Peshawar.
16. This bid document shall prevail over the company's own standard terms and conditions.
17. No Conditional bid will be acceptable.
18. Contract terms and conditions shall be in line with BID documents terms & conditions and mutually agreed terms and conditions.
19. For any query, clarification regarding BID document contents, the applicants may send a written request at least 5 days prior to the opening date through registered posts/Courier Service Company.
20. At time of purchase order, Bank can reduce/increase the items.

21. 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:

- Received without earnest money in shape of Call deposit;
- It is received after the date and time fixed for its receipt;
- The tender document and the bid is unsigned;
- The offer is ambiguous;
- The offer is conditional i.e. advance payment, or currency fluctuations etc.
- The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
- Hand written bids shall NOT be accepted, it must be typed.

**In-Charge Procurement**

**The Bank of Khyber**

29-A, The Mall, Peshawar Cantt.

Phone No: 0915275352.

**(On stamp paper without mentioning the Bid Amount)**

**INTEGRITY PACT**

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: \_\_\_\_\_ Contract Title: \_\_\_\_\_, [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from The Bank of Khyber or any administrative subdivision or agency thereof or any other entity owned or controlled by The Bank of Khyber 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 The Bank of Khyber, except that which has been expressly declared pursuant hereto.

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

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

Notwithstanding any rights and remedies exercised by the Bank of Khyber in this regard, [name of Supplier] agrees to indemnify The Bank of Khyber for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to The Bank of Khyber in an amount equivalent to ten time 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 The Bank of Khyber.

Name of Buyer: ..... Name of Seller/Supplier: .....

Signature: ..... [Seal] Signature: ..... {Seal}

**Notary Public:**

(to be filled on Stamp paper dully attested from Notary public)

Fair Price Certificate  
(TO BE ENCLOSED WITH BID DOCUMENT)

I/We, M/S

hereby certify that prices quoted by us against The Bank of Khyber, for the tender No. are the lowest and most competitive as generally applicable to all other buyers and or sold through our agents as per prevailing international market as on the date of quote and if it is established at any stage that these were higher we shall be held responsible and agree to pay immediately the differential to The Bank of Khyber.

SIGNATURE AND SEAL OF THE  
BIDDER