

BIDDING DOCUMENT

Tender No: 25235

**PROCUREMENT OF
FURNITURE, I.T EQUIPMENTS,
PLANT & MACHINERY,
STATIONARY ITEMS AND
OTHERS
UNDER THE ANNUAL BUDGET
2023-24**



District Courts Nowshera
Main G.T Road opposite
CMH

Phone No. 0923-9220171

1 INVITATION TO BID

1.1. Letter of Invitation for Bids: -

1.1.1. Sealed Tenders are invited under the KP Public Procurement Rules 2014 (amended till date) by the District & Sessions Judge, Nowshera from “Eligible Bidders” dealing in sales and after sale Services of Server, All in One PCs, Misc; Items for Networking, Plant & Machinery, Furniture, and other items (Video Conferencing Solution) as per details contained here-under/attached with.

1.2. Khyber Pakhtunkhwa Procurement Rules to be followed;

1.2.1. Khyber Pakhtunkhwa Public Procurement Rules 2014 (amended till date) will strictly be followed. These may be obtained from KPPRA’s website.

1.2.2. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Khyber Pakhtunkhwa Public Procurement Rules 2014 (amended till date).

1.3. Mode of Advertisement(s)

1.3.1. As the estimated cost in all the mentioned heads i.e. I.T & Hardware, Stationary, Furniture and Plant & Machinery are demanded subject to availability of budget under the rules for the purchase of various items in each head of Account therefore the mode of advertisement prescribed in Rule 11 (2) KPPRA Rules, 2014 (Amended till date) is adopted and the tender advertised in the websites KPPRA and District Judiciary and at least two national daily newspapers of wide circulation.

1.3.2. As per Rule 11(2), the demanded revised Budget in all head of accounts is fit for advertisement, hence this tender is advertised on website of District Judiciary Nowshera and on the website of KPPRA and in at least two national daily newspapers.

1.4. Type of Open Competitive Bidding

1.4.1. As per Rule 14 (2)(b) KPPRA of Goods Rules 2014 (amended till date), Single Stage

1.4.2. Two Envelope Bidding Procedure shall be followed.

1.4.3. Clause 14(2)(b) of KP Public Procurement of Goods Works, Service Rules 2014 (amended till date) stipulates that “Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical

and financial grounds and the procedure for single stage two envelopes shall be:

- 1.4.4. The bid shall be a single outer envelope consisting of two separate inner envelopes, containing the financial and the technical proposals separately;
- 1.4.5. One of the inner two envelopes shall be marked as “Financial Proposal” and the other shall be marked as “Technical Proposal”;
- 1.4.6. In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
- 1.4.7. The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not confirm to the specified requirements;
- 1.4.8. During the technical evaluation no amendments in the technical proposal shall be permitted;
- 1.4.9. After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposal of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the validity period;
- 1.4.10. The financial bids shall be returned un-opened to the technically non-responsive bidders;
- 1.4.11. The lowest evaluated bidder shall be awarded the contract.
- 1.4.12. In case of equal financial bids submitted by different vendors at the time of financial opening, bid of the vendor who has more experience shall be given preference and will be selected. Experience will be calculated from the date of registration with FBR for NTN. In case bidders are registered on same day, one with highest financial soundness as per transactions in bank statement will be preferred and selected.

3. INSTRUCTIONS TO BIDDERS(ITB)

2.1. Bidding Details: -

- 2.1.1. All bids must be accompanied by Bid Security, as per provisions of this tender document clause “Bid Security” in favor of “**District & Sessions Judge, Nowshera**”. The complete, bids as required under this tender document, must

be delivered to the Accounts Section of District & Sessions Judge,
Nowshera not later than **11:00 A.M** at **08.05.2024**. Late bids shall not be
accepted.

2.1.2. Technical bids shall be publicly opened conference room of District Courts
Nowshera at **11:30 A.M** on the last day of submission **(08.05.2024)**. In
case

the last date of bid submission falls within the official holidays, the last date
for submission of the bids shall be the next working day.

2.1.3. Queries of the Bidders (if any) for seeking clarifications regarding the
specifications of the Goods must be received in writing to the Purchaser. All
queries shall be responded to within due time.

2.1.4. The bidder shall submit bid complying with the Bidding Document.
Alternative bids shall not be considered. The attention of bidders is drawn to the
provisions of this tender document Clauses regarding “Determination of
Responsiveness of Bid” and “Rejection of the Bid” for making their bids
substantially responsive to the requirements of the Bidding Document.

2.1.5. It must be clearly understood that the Specifications, Terms and Conditions
are intended to be strictly enforced. No escalation of cost except arising from
increase in quantity by the Bidder on the demand and approval of the Purchaser
will be permitted throughout the period of completion of the contract.

2.1.6. The Bidder should be fully and completely responsible for all the deliveries
and deliverables to the store of Purchaser under this contract.

2.1.7. The Primary and Secondary contacts for all correspondence in relation to this
bid are as follows:

2.1.8. Fraud & Corruption: -

It is Government’s policy that Consultants under the contract(s), observe the
highest standard of ethics during the procurement and execution of such
contracts. In pursuit of this policy, the Procuring Entity follows the instructions
contained in Khyber Pakhtunkhwa Public Procurement Rules 2014 which
defines:

—corrupt and fraudulent practices includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation;

2.1.9. Integrity Pact: -

Under Rule 44 of KPPR 2014, —The P.E can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.

Such barring action shall be duly publicized and communicated to the KPPRA.

Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.

Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

Primary Contact

Name: Mirza Muhammad Kashif

Addl; District & Sessions Judge/ Chairman (Procurement)

Contact No:0923920176

Secondary contact

Muhammad Sharif

Contact No. 0316-1939533

2.1.10. Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

2.1.11. Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

2.1.12. Failure to supply required Goods within the specified time period will invoke penalty as specified in this document.

2 TERMS AND CONDITIONS OF THE TENDER

3.1. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1.1. "Commencement Date of the Contract"** means the date of issuance of Acceptance Letter to the Contractor from the Purchaser.
- 3.1.2. "Applicant/Bidder"** means a person or firm who seek to be enlisted or to be pre-qualified or to be shortlisted in response to the advertisement given by the procuring agency;
- 3.1.3. "Day"** means calendar day.
- 3.1.4. "Person"** includes individual, association of persons, Bidder, corporation, institution or organization, etc.
- 3.1.5. "Services"** means "Labor, Transportation/Freight, Insurance and installation, etc. (if any)" associated with provision of goods which the Contractor is required to provide the Purchaser under the Contract.
- 3.1.6. "Goods"** means the "Items included in the advertisement" which the vendor is required to supply to the Purchaser under the contract.
- 3.1.7. "Written"** means written in form of email or hardcopy.

3.2. Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Purchaser, the same shall be:

- 3.2.1.** In writing;
- 3.2.2.** Issued within reasonable time;
- 3.2.3.** Served by sending the same by email/ courier/ post/ dispatch rider to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 3.2.4.** The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

3.3. Bid Scope

The government has expected to allocated budget in various head of accounts and the Purchase committee intends to purchase items in the following head of accounts so as to meet with the requirements and provide the employees, lawyers and public

litigant a proper working environment, I.T Equipment i.e. Server, Printers, All in One PCs, Misc; Items for Networking, Plant & Machinery, Furniture, and Law Books.

Note: Successful Bidder have to provide one piece of each item as a sample which would be return after the completion of bidding process. Quality of the items shall be as per provided specifications & details or better than that. Vendor will be responsible to provide defect free items. The defective items will not be accepted and shall be returned to the successful bidder and no payment shall be made against the defective items. In case of inferior quality of items, the performance guarantee may be forfeited.

ELIGIBILITY CRITERIA

Eligible Bidder is a Bidder/ Bidders who:

- 3.3.1.** Is an active tax payer of National Tax (**NTN**) and General Sales Tax (**GST**)/ Khyber Pakhtunkhwa Sales Tax (**PST**) (if applicable);
- 3.3.2.** Business Experience must be 05 years.
- 3.3.3.** Has submitted bid security amounting to **Rs. 05%** in form of a Pay Order/CDR/Demand Draft in favor of District & Sessions Judge, Nowshera as per bid security clause of KPPRA Rules 2014 (amended till date) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five percent of the estimated price of procurement; and affidavit on judicial bound of financial soundness. **As the revised budget is not yet received to the cost centre of D&SJ NSR, so the bid security rates is fixed to Rs. 400,000/- (each head of account except stationary).**
- 3.3.4.** Has not been **blacklisted** by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan
- 3.3.5.** Has purchased Bidding Document from the office of undersigned upon a formal request and cash payment of Rs. **1000/- (nonrefundable).**
- 3.3.6.** The bidder must provide the certificate of authorization with the bidding documents and that the supplied item will be genuine.
- 3.3.7.** The successful bidder has to provide **10%** Performance Guarantee in form of Pay Order/CDR/Demand Draft in the name of District & Sessions Judge,

Nowshera.

- 3.3.8.** The bid security shall be forfeited if a bidder withdraws his bid, within the validity period thereof or, in the case of a successful bidder, who repudiates the contractor fails to furnish performance security. **Award decision relating to Stationery and Furniture will be on lot basis.**

Note: Verifiable documentary proof for all above requirements is mandatory,

noncompliance will lead to disqualification.

3.4. Cost Related to Tender Preparation and Submission

The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Bid(s) and the Purchaser shall in no case be responsible/ liable for those costs/ expenses.

3.5. Examination of the Bidding Document

The Bidder is expected to examine the Bidding Document, including all instructions and terms and conditions.

3.6. Amendment of the Bidding Document

- 3.6.1.** The Purchaser may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).

- 3.6.2.** The Purchaser shall notify the amendment(s) to the prospective Bidders.

3.7. Preparation/ Submission of Bid

The Bid and all documents relating to the Bid, submitted by the Bidder shall be in paper form and in English. The bid shall be filled in/ accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall completely have filled in, stamped and signed by the Bidder or its authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by the bidder.

Technical and Financial Proposals will be considered incomplete if any of

the following documents are missing from the submitted bids. Purchaser reserves the right and shall reject any bid submitted without any of the documents mentioned below:

3.7.1. Technical Proposal shall comprise the following:

3.7.1.1. Undertaking that the firm has the capacity to deliver the above-mentioned items within **15** days (Negotiable) of issuance of Acceptance Letter;

3.7.1.2. Duly signed and stamped copy of tender document (each page) to ensure that the participating firm has read the bidding document and agrees with all the terms and conditions mentioned therein.

3.7.1.3. Copy of Bidding Document purchase slip.

3.7.1.3.1. Financial Proposals shall comprise the following:

3.7.1.3.2. Bid Submission Form (**Annexure-A**)

3.7.1.3.3. Price Schedule (**Annexure-E**)

Note: Bid security can be enclosed either with technical or financial proposal.

3.7.2. The bidder shall enclose the technical proposal in one envelope, financial proposal in the second envelope, and enclose both of them in an outer envelope.

3.7.3. The bidder shall seal the Technical Proposal in an envelope duly marked asunder:

Technical Proposal

[Name of
the Bidder]
[Address of
the Bidder]
[Phone No.
of the
Bidder]

3.7.4. The Bidder shall seal the Financial Proposal in an envelope duly marked asunder:

Financial Proposal

[Name of the
Bidder][Address of
the Bidder][Phone
No. of the Bidder]

3.7.5. The Bidder shall seal the Technical and Financial Proposal in an outer envelope duly marked as under:

Strictly Confidential

Technical and Financial Proposal

[Name of
the Bidder]

[Address of
the Bidder]

[Phone No.
of the
Bidder]

3.7.6. The Bid shall be dropped by hand or through registered mail to reach the account Section of the Purchaser's office at District Courts Nowshera not later than **11:00 A.M** on last date of submission of bids. No late bid shall be accepted.

3.8. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income and sales taxes to the concerned authorities of Income and Sales Taxes.

3.9. Bid Price

The quoted price shall be:

3.9.1. Best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

3.9.2. In Pak Rupees;

3.9.3. Inclusive of all taxes, duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, etc. (whichever is applicable);

3.9.4. The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids;

3.9.5. If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements mentioned in this document.

3.9.6. Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed financial Proposal.

3.9.7. Bid with the lowest price will be awarded the contract.

- 3.9.8.** The Contractor shall not charge prices for the Goods/ Services supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.
- 3.9.9.** If the bidder quotes price of items/ services without inclusion of taxes, it would be considered that the bid is inclusive of all taxes (GST, PST, etc.).
- 3.9.10.** It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 3.9.11.** The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/ cost quoted in the Bid to cover all obligations under this Bid Process.
- 3.9.12.** The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:
- 3.9.12.1.** If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the Bid Form, the amount which tallies with the Total Bid Price entered in the Price Schedule, shall govern.
- 3.9.12.2.** If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 3.9.12.3.** If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

- 3.9.12.4.** The Bid price as determined after arithmetic corrections shall be termed as the Corrected Total Bid Price which shall be binding upon the Bidder.
- 3.9.12.5.** Adjustment shall be based on corrected Bid Prices. The price determined after making such adjustments shall be termed as
- 3.9.12.6. Evaluated Total Bid Price.**
- 3.9.12.7.** The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Bid Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
- 3.9.12.8.** The Lowest Evaluated Bidder may offer discounts for items which shall be taken into account.

3.10. Bid Security

The Bidder shall furnish the Bid Security as under:

- 3.10.1.** Shall be in the form of Call Deposit Receipt/DD/PO in the name of District & Sessions Judge, Nowshera;
- 3.10.2.** Shall be amounting to Rs. 05% as per bid security clause of KPPRA Rules 2014 (Amended till date) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price of procurement;
- 3.10.3.** Denominated in Pak Rupees;
- 3.10.4.** Having a minimum validity period of 120 days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 3.10.5.** The bid security shall be returned to the technically disqualified Bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful Bidder on completion of supply.

3.10.6. Bid security will not be adjustable against any payment or performance guarantee.

3.10.7. District & Sessions Judge, Nowshera is not responsible to pay any interest/benefit on the amount submitted as bid security against this tender that could accumulate in the same period by investing/ depositing in any bank or any other such institution/organization;

3.10.8. Bid security submitted by a bidder may be forfeited if:

3.10.8.1. The bidder has found involved in the concealment of facts.

3.10.8.2. Any false / misleading information is provided in the submitted bid.

3.10.8.3. Bidder backs out from fulfilling the obligations of bid after opening of the bid.

3.11. Bid Validity

The Bid shall have a minimum validity period of one **hundred and fifty (150)** days from the last date for submission of the Bid. The Purchaser may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28(4) (c) (Amended till date)**.

3.12. Modification/ Withdrawal of the Bid

3.12.1. The Bidder may, by written notice served on the Purchaser, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bid.

3.12.2. The Bid, withdrawn after the deadline for submission of the Bid and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

3.13. Clarification of the Bid

The Purchaser shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the Bidder(s). The procuring

agency may, if necessary, after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 33 (2) of Khyber Pakhtunkhwa Procurement Rules (Amended till date). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to include the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the purchaser.

3.14. Determination of Responsiveness of the Bid

The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

3.14.1. Meets the eligibility criteria given herein this tender document;

3.14.2. Offers fixed price for all goods as per Price Schedule;

3.14.3. Conforms to all terms and conditions of the Invitation to Bid (Tender Notice) and Tender Document, without material deviation or reservation;

3.14.4. A material deviation or reservation is one which affects the scope, quality of goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.

3.14.5. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

3.15. Rejection of the Bid

The Purchaser may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Purchaser shall upon a written request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

The Purchaser shall incur no liability, solely, by virtue of rejection of bids. However, bidders shall be promptly informed about the rejection of the bids, if any (As per

Rule 35 of Khyber Pakhtunkhwa Procurement Rules, 2014). The Tender shall be rejected if it is:

- 3.15.1.** Substantially non-responsive in a manner prescribed in this document especially to the clause ‘Determination of Responsiveness of the Bid’; or
- 3.15.2.** Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 3.15.3.** Incomplete, partial, conditional, alternative, late; or
- 3.15.4.** The Bidder has conflict of interest with the Purchaser; or
- 3.15.5.** The Bidder tries to influence the Tender evaluation/ Contract award; or
- 3.15.6.** The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 3.15.7.** The Bidder fails to meet the requirements of Tender Eligibility/ Qualification Criteria;
- 3.15.8.** The Bidder fails to meet the Technical and financial evaluation of Proposal;
- 3.15.9.** There is any discrepancy between bidding documents and bidder’s proposal i.e. any non- conformity, inconsistency, informality or irregularity in the submitted bid.
- 3.15.10.** The Bidder submits any financial condition as part of its bid which is not in conformity with tender document.

3.16. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

The Bidders who have duly complied with the Tender Eligibility/ Qualification Criteria will be eligible for further processing.

- 3.16.1.** During the technical evaluation no amendments in the technical proposal shall be permitted;
- 3.16.2.** The Bidders conforming to terms and conditions of this bid document will be considered for financial evaluation.
- 3.16.3.** After evaluation of the technical proposals, financial proposals of the technically accepted bids will be opened, publically at a time, date and venue

which will be announced and communicated to the bidders in advance, within the bid validity period;

3.16.4. The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;

3.16.5. All bidders may check results (bid evaluation) at website of KPPRA.

3.16.6. The lowest evaluated bidder shall be awarded the contract.

3.16.7. A bidder cannot bid for partial goods.

3.17. Award Criteria

The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all formalities mentioned in the relevant Invitation to Bid and this Bidding Document.

3.18. Acceptance Letter and Work Order

As per provisions of Rule (55) of Khyber Pakhtunkhwa Procurement Rules 2014 (Amended till date), the Purchaser shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Rule-37 of Khyber Pakhtunkhwa Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a Contract, until execution of the formal Contract. Work Order will be issued after three (03) days of issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract.

3.19. Redressal of Grievances by the Procuring Agency

The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

3.19.1. Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

3.19.2. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

3.19.3. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

(To be Submitted by the Vendor on a Legal Stamp Paper of Worth as per Stamp Act 1899)

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

Provision of Furniture, Plant and machinery, I.T Equipment i.e. Server, All in One Pc, Misc; Items for Networking.

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between District & Sessions Judge, Nowshera (the “Purchaser”), on one part,
And

[Full legal name of Contractor & Address], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- a) The Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the Goods/ Services as described in the contract.
- b) The Purchaser has requested the Contractor to provide certain supply of Goods/ Services as described in the relevant Invitation to Bid and Bidding Document; and
- c) The Contractor, having represented to the Purchaser that it has the required professional skills, personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to supply the Goods/ Services and to remedy damage therein, at the time and in the manner, in

conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods/Services and remedying of damage therein.
3. The following shall be deemed to form and be read and construed as part of this Contract:
 - a) The Bidding Document
 - b) Terms and Conditions of the Contract
 - c) Bidder's Proposal
 - d) The Technical Specifications
 - e) Bid Form
 - f) Price Schedule
 - g) Affidavit(s)
4. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

The Contractor agrees to provide the following goods with the mentioned specifications to the Purchaser:

TECHNICAL SPECIFICATIONS

Sr No	Main Head	Description of Items	Specification/Remarks
1	Furniture	Meeting chair	Revolving imported chairs. Mesh back. hydraulic.5 leg nylon unbreakable base with rubber casters. Adjustable arms. Standard size.
		Meeting table	Table for 12 persons. made of high quality mdf-melamine. middle portion 8 mm glass/high gloss black high density compressed board,
		Meeting chairs	High back slim imported conference chair. Revolving and hydraulic. Upholstered in fine quality fabric.
		Executive table with side rack	Main frame made of solid seasoned sheesham wood. Solid wooden drawers with imported high quality channels. Top in 3 portion in green laterite.
		Center table set	3 pieces set. 4ft x 2 ft. 2ftx 2ft Solid wooden frame with glass at top. Matching to executive visiting chair design.
		Visiting chair	Steel frame having leatherette
		File cabinet	Main frame made of solid seasoned sheesham wood.
		Prosecutor chair	Made of solid wooden frame. Seat height at 24 "minimum. Seat and back cushioned in dark green lathered in 1st frame foam.

			Lacquers polish finish.
		Blinds	High quality blinds. Fully imported hardware and fabric.
		Revolving chair low back imported	Revolving imported chairs. Mesh back. hydraulic.5 leg nylon unbreakable base with rubber casters. Adjustable arms. Standard size.
		Dual table for moharrir	5ft Frame made of 1"x1" square steel pipe having powder coating. Top and front made of sheesham veneer/lamination.
		Record rack	7ft x4ft x 1.8 ft Made of 1.5" x 1.5 "square powder coated pipe.5 shelves in high quality lamination with pvc edging.
		Judges chair green	High back full size executive chair imported in dark green color. Adjustable height with hydraulic. Arms, seat and back in cushion.
		High back revolving chair imported	Revolving imported chairs. Mesh back. Head rest. hidraulic.5 leg nylon unbreakable base with rubber casters.
		Desk for benches	6ft x 2ft x 2.5 Frame made of 1"x1" square steel pipe having powder coating. Top and front made of sheesham veneer/lamination.
		Steel bench	Frame made of 1"x1" square steel pipe having powder coating. Seat and back made of high-quality laminated sheets.
		Wooden bench	4.5 ft x 1.8ft x 2.5 ft Made of solid wooden frame. seat and back cushion with 1st grade foam in leatherite.
		Steno table 4 ft	Made of sheesham wood and veneer. .2 no lockable drawers running at fine imported channels. Polish finished.
		Computer table 4 x 2.5	Made of sheesham wood and veneer. 1 no high-quality lockable drawer.1 no key board tray running at fine imported channels. Polish finished.
		Sofa stuffy	Frame made of mulberry wood. All over upholstered with 4" 1st grade foam in drag green leatherette.
		Visiting executive chair	Frame made of solid seasoned sheesham wood. Seat and back upholstered in quilting style. Seat size and height in standard sizes.
		Office table 5x3 with rack	Main frame made of solid seasoned sheesham wood. Solid wooden drawers with imported high-quality channels. Hard top veneer with solid wooden edges.
		Steel bench imported 3 seater	High quality imported bench 3 seated. Heavy weight.
2	I.T Equipment	LED	Size: 32", Panel Type: DLED System of Analog TV VIDEO/ AUDIO): PAL/BG, Connected TV: YES, Type: H-Cast Series, Aspect Ratio: 16:9, Resolutions: 1366*768 Refresh Rate: 60Hz, Contrast: 3000:1 Response Time: 6.5ms Viewable Angle (H/V): 178/178 Picture Modes: Standard/Dynamic/ Mild/ User/ECO, Digital Comb Filter: YES, Noise Reduction: YES Audio Mode: standard/Music/Movie/ User, Dolby Digital Decoding: YES AVL(Auto-Volume leveler): YES Audio Output Power: 12W X 2 Mute: YES

		<p>Stereo Speaker: YES</p> <p>Unit Weight (Kg) Just TV: 3.7KG</p> <p>Weight (Just Stand): 75G</p> <p>Gross Weight: 4.9KG</p> <p>Dimensions (BxHxT) just TV: 752.9*430.8*83.4</p> <p>Dimensions (BxHxT)TV with stand: 752.9*477.2*216.1</p> <p>Gross dimensions (carton): 800*128*520</p>
	Server	<p>Processor: Intel Xeon E-2324 3.1GHz, 8M cache, 4C/4T, turbo (65W), 3.5" Chassis with up to 4 Hot Plug Hard Drives, Memory: 32GB.</p> <p>Storage: 4x1.92 TB SSD</p> <p>Drive bays: Up to 4 x 3.5" cabled bays</p> <p>Power supplies: Single cabled 365W PSU</p> <p>Embedded management: iDRAC9 iDRAC Direct iDRAC RESTful API with Redfish.</p> <p>I/O & Ports: Networking options: 2 x 1GbE LOM Front Ports: 1x USB 3.0, 1x iDRAC micro USB 2.0 management port Rear Ports: 2x USB 3.0, 4x USB 2.0, VGA, serial connector Internal USB: 1x internal USB 3.0 4 PCIe Slots: 1x8 Gen3 (x16 connector) FH/HL 1x8 Gen3 (x8 connector) FH/HL 1x4 Gen3 (x8 connector) FH/HL 1x1 Gen3 (x1 connector) FH/HL.</p> <p>Supported operating systems: Certify XenServer Citrix® XenServer Microsoft Windows Server with Hyper- V Red Hat® Enterprise Linux Ubuntu Server SUSE® Linux Enterprise Server VMware® ESXi</p> <p>Warranty: Standard Warranty</p>
	Server Items: (Dell PowerEdge R- 720 Rack Server).	<ul style="list-style-type: none"> • 32 GB Ram (Single Slot) • SSD 1.92 TB along with kit (Enterprise Level) • Power Distribution Unit (16 Port)
	All in one PCs	<p>Display 21" FHD Wide Screen or Higher, Processor 12 GEN, Intel i3 12100, Chipset Intel B660 Graphics Intel Integrated Graphics Memory or higher.</p> <p>16GB DDR4 Storage (512 GB Nvme Dual HDD Supported SSD/Nvme/SATA Accessories Wireless Key Board & Mouse Other Built-In: Wifi / BT/ Camera / 2x 2WSpeaker Ports Front (side) interface: USB2.0x2, Earphone xl, TYPECxl, SD card slot xl</p> <p>Bottom interface: HDMIxl, VGAx1, USB3.0x4, RJ45 LANxl, AUDIO IN/OUT.</p> <p>HP, Dell, Lenovo or equivalent With standard warranty.</p>

		Desktop PC	Intel Core i7-12 generation or higher 512GB M.2 PCIe NVMe SSD 32GB DDR4 Ram NVIDIA GeForce RTX 3060 Ti 8gb GDDR6 HP, Dell, Lenovo or equivalent With standard warranty.
		Misc.; Items	<ul style="list-style-type: none"> • Keyboard, Mouse • UTP Network Cable (Cat-6) (Hik-Vision, I-Connect, Schneider or equivalent) • Network Switch (8 Port & 4 Port) • WIFI Routers (100M) • HDMI Cables • 2 Pairs Intercom Cable (Copper). • Power Cables • HDMI to VGA connector • DP Port Connector (Branded) • VGA Splitter • External Solid-State Drive 512 GB. • POE Switch. (8 port) • POE Switch (4 Port) • Video Conference 05 Users the Peshawar High Court Domain (05 User Package). • KVM Switch (04 Port USB)
7	Plant & Machinery	Water Dispenser	<ul style="list-style-type: none"> • Brand Warranty 03 Years • 3 Taps (Hot, Cold and Room Temperature) • Stainless Steel Boiler • Low Water and Boil Protection • Mini Refrigerator • Refrigerator with thermostat • Insulation protection • Glass wool insulation • Capacity 20 Liters • Along with bottle.
		Misc; Items	<ul style="list-style-type: none"> • Web Cameras • Camera Stand • Audio Mixer • Mic • Speaker • NVR (16 Channel) with 04 Tb HDD. • Cabinets • Electric Cable (3/29) • Extension Boards • RJ-45 Connector
		DSLR Camera	<p><i>Aspect Ratio</i> 3:2</p> <p><i>Number of Pixels (Effective)</i> Approx. 33.0 megapixels</p> <p><i>Number of Pixels (total)</i> Approx. 34.1 megapixels</p> <p><i>Sensor Type</i> 35 mm full frame (35.9 x 23.9 mm), Exmor R CMOS sensor</p> <p><i>Anti-Dust System</i> Yes (Charge protection coating on optical filter and image sensor shift mechanism)</p> <p><i>Recording Format</i> JPEG (DCF Ver. 2.0, Exif Ver. 2.32, MPF Baseline compliant), HEIF (MPEG-A MIAF compliant), RAW (Sony ARW 4.0 format compliant)</p> <p><i>Image Size (pixels) [3:2]</i></p>

		<p>35 mm full frame L : 7008 x 4672 (33 M), M : 4608 x 3072 (15 M), S : 3504 x 2336 (8.2 M), APS-C M : 4608 x 3072 (15 M), S : 3504 x 2336 (8.2 M)</p> <p>Image Size (pixels) [16:9]</p> <p>35 mm full frame L : 7008 x 3944 (28 M), M : 4608 x 2592 (12 M), S : 3504 x 1968 (6.9 M), APS-C M : 4608 x 2592 (12 M), S : 3504 x 1968 (6.9 M)</p> <p>Make: Sony, Canon or equivalent.</p>
	Bio-Matric Attendance Machine.	<ul style="list-style-type: none"> • Face Recognition • 2 mega Pixel Dual-Lens Camera • 4-inch or above LCD Touch Screen • Wall Mounting • IP65 protection with standard warranty.
	UPS	<ul style="list-style-type: none"> • Rated Capacity: 2400VA, 1440Watt, 24V DC, 230V AC • Sensitivity Selector (UPS mode & Inverter mode) • Multiple options: Horizontal, Vertical, and wall mount • Rapid Charger with adjustable battery charging amperes • Selectable 15A & 20A charging current • Multi-function LED display over load, Battery health and cut off mode • Provides critical overload/overcharging & short circuit protection • Generator & Computer related devices compatible • Cold start function • Fully automatic restart operation • Suitable for: • Computers, LCD's, TV, Fans, Tube Light & Other Electronic Items
	Batteries for UPS	<ul style="list-style-type: none"> • 27 Plate • 12 V • 175 AH • With standard warranty.
	CCTV Cameras	<ul style="list-style-type: none"> • Resolution: 4MP (2560 × 1440) • IR Range: Up to 30m with EXIR 2.0 Technology • Frame Rate: 20fps (2560 × 1440) 25fps (2304 × 1296, 1920 × 1080, 1280 × 720) • Smart Features: 120dB WDR, 3D DNR, BLC, ROI • Alarms Trigger: Motion detection, video tampering alarm, illegal login • General Function: Motion Detection, Privacy Mask Main stream: H.265/H.264 Sub stream: H.265/H.264/MJPEG • Protection Level: IP67 Weatherproof with 2 years local warranty.

		Inverter AC	<ul style="list-style-type: none"> • 4D air throw: • Auto Clean Sterilization Electricity Consumption Management: T3 tropicalized inverter: 100% Pure copper: Low Voltage Operations (70v): Optimized Compressor Drive (Cooling in 30 second): Auto Pilot Up to 80% Energy Saving: Japanese PCB Module: Gold Fin - Anti Rust Coating: For All Weathers; Heat & Cool: Low Noise Operations with Standard warranty.
8	Stationery		Computer Paper 80 grams with 500 sheets in each rim & Legal size, 70 Gram Legal Paper, Printer tonner (85a & 59a), Gel-1 ballpoint pen, marker, jelflo ballpoint. Gum stick big size, Highlighter, color flaps, stamp paid big size, scotch tape, Stapler machine, stapler pin, Pencil, Eraser, Sharpener, Folding file cover. Stamp paid ink, Tags, Paper Boards, Steel scale (Foot) Carbon paper. paper pin. All items must be of best quality
9	Turn Key Video Conferencing Solution.	<u>Wired Conference Microphone System</u> <u>Technical Features</u> <u>Central Control Unit with Built in audio recording feature Qty=01</u> Fully digital central control unit and conference system, Control unit should have built in audio recording option in either USB, SD Card or inbuilt memory. Preferably all three modes. 2. 8" LCD Menu screen for digital selection of various menu options and control. Capacity to connect minimum 80 microphones or chairman units along with provision to extend the microphones by adding another control machine. Built in audio recording feature should also be able to play back the recorded audio on system. Track forward and rewind option in CCU. Various meeting modes including. Limited mode: 1~6pcs units can be opened simultaneously. FIFO mode: the last opened MIC covers the first opened MIC. Apply mode: executive chairman can approve or reject the speaking. Voice activating mode. ID Selection for each microphone along with Circuit check after each startup of CCU. Digital circuit which enables to cancel out all unwanted noise and disturbance from Mobile phones and other wireless devices. Key specifications required: Audio input RCA * 2 , 6.3mm * 1, XLR * 1, Audio output RCA * 2 , XLR * 1, Frequency response: 20-20Khz, SNR 10	Unit capacity: 180pcs units or higher , can be extended to 4096pcs or higher , Audio input: RCA × 2, 2V p-p, 6.3mm × 1 - 50dB or higher, XLR × 1 - 50dB, Audio output : RCA × 2 2V p-p, XLR × 1 - 50dB or higher, Output impedance: 47KΩ or higher, Frequency respond: 20~20KHz or higher, SNR: 102dB, Dynamic range: 106dB or higher RCA×41.08V p -p, Video output impedance: 75Ω or higher, Recording : U disk and SD card, 2 Db. <u>Delegate Units QTY= 25</u> Delegate units with built in volume controllable speaker, Active microphone speaker automatically mutes to cancel feedback, Built in gooseneck microphone with RING Led to indicate power on off status, 2 * headphone sockets, Digital circuit which

		<p>h enables to cancel out all unwanted noise and disturbance from Mobile phones and other wireless devices. Individual Unit ID selection from Central control unit, Frequency response: 18-20Khz, Microphone type: Capacitive, Sensitivity : -47dB, SNR 90dB, Dynamic range: 92dB</p> <p><u>Chairman Units QTY=01</u></p> <p>All features of delegate microphones, Built in chairman priority button to switch off all active delegate microphones</p> <p>System capacity: Depends on controller, ≤ 4096, Frequency respond: 18—20KHz, MIC type: Capacitive, Sensitivity of MIC: -47dB, SNR: 90dB, Dynamic Range: 92dB, Total harmonic Distortion: < 0.05%, Control type: RS-485, Connection mode: Hand in hand, Connector: Big 8 pin DIN, Video tracking function: Yes (Optional)</p> <p><u>Wall Speaker Qty= 4</u></p> <p>30 watts, Input 70V/100V/4-16Ω, Wide Freq.Resp.:80Hz-20KHz, Max SPL:104±2dB, High sensitivity:90±2dB, Wall mount type loudspeaker,</p> <p><u>Control Unit Extension Cable QTY: 01</u></p> <p><u>Control Cable for tracking QTY 01</u></p> <p><u>Audio Mixer Amplifier Qty=01</u></p> <p>Mixer amplifier for paging and background music system, Rated power from 120W, 2U rack mount (less than 350W) and 3U rack mount design, 70V, 100V and low impedance 4-16ohm speaker output, Three Mic inputs by phone jack type, Mic 1 with VOX priority and VOX level on front panel, Mic 2-3 by phone jack on rear panel, Two Aux Inputs and 2 line inputs for spare use, One EMC priority input, EMC has priority over all inputs except MIC1, Mic 1-3,</p> <p>Speaker Outputs: 70V, 100V & 4~16Ω or higher, Input Sensitivity & Impedance: MIC 1, 2, 3: 5mV/600Ω , Unbalanced phone jack input MIC 2, 3: 775mV/10KΩ, Unbalanced RCA input, AUX 1, 2: 350mV/10KΩ , Unbalanced RCA input, EMC: 775mV/10KΩ , Unbalanced RCA input or higher. Output Sensitivity & Impedance: MIX OUT: 1V/470Ω or higher, Unbalanced RCA output,</p> <p><u>Equipment RACK 01 Unit</u></p> <p>Front glass Lockable 6U standard Rack with Cooling Fans.</p> <p><u>Video Conference Camera Specs:-</u></p> <p><u>Cloud Conferencing system (Qty= 01 Set)</u></p> <ul style="list-style-type: none"> Professional conferencing system for cloud based conferencing <p><u>Camera</u></p> <p>Sony super-low-light 2M pixel sensor or equivalent for clear and natural imaging in low-light conditions. Resolution: (16:9) 1920 x 1080, 1600 x 900, 1280 x 720, 960 x 540, 848 x 480, 800 x 448, 640 x 360, 424 x 240, 320 x 180; (4:3) 800 x 600, 640 x 480, 480 x 360, 320 x 240 at 60, 30, 15fps. Smart Frame for automatic FOV adjustment to fit all participants. True WDR up to 120 dB, Superb backlight compensation technology for optimizing light balance in high-contrast conditions. Zoom: 18X total zoom (12X optical zoom), Wide field of view (DFOV): 82°, Lens focal length: 3.9 mm (wide)-47.3 mm (tele), Lens F#: 1.8 (wide)-2.8 (tele), Mirror, flip, AE, white balance: auto, manual over ride via PTZ App, Minimum focus distance: 1.5 m, Standard tripod screw holes and Kensington slot</p> <p><u>Video Streaming and Remote Control via IP-Based Management</u></p> <p>Advanced centralize management through the Chrome browser. Remotely control the camera and share on Facebook or YouTube with H.264 and AAC-LC/RTSP/RTMP streaming in 1080p at</p>
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		<p>60fps via USB 3.1.</p> <p>Audio Speakerphone's pickup range is up to 15 ft. Touch controls make it easy to adjust or mute the volume, and echo cancellation ensures a steady audio experience. Audio Input :1x Phone In, Audio Output: 1x Line out, Can be daisy chain upto 3 speakerphones or 4 microphones</p> <p>Cloud Compatible applications: Zoom, Microsoft® Teams, Skype for Business, Skype, Google Hangouts Meet, Intel® Unite™, RingCentral, BlueJeans,V-Cube, Live On, Cyber Link U Meeting®, True Conf, Adobe® Connect™, Cisco WebEx®, Fuze, GoToMeeting, Microsoft® Lync™, Vidyo, vMix, WebRTC, Wirecast, XSplit.</p> <p>Visualizer: Image Sensor: 20.1-Megapixel CMOS Sensor, Max. Resolution, Software Interpolation: 5504 x 4128 Pixels (23MP), Optical: 5104 x 3920 Pixels (20.1 MP), Output DPI: A3 (Approx. 300dpi), Max. Shooting Area: A3 (426 x 320 mm), Max. book scanning thickness: 420 × 297 mm: supports 35 mm, 297 × 210 mm: supports 50 mm, Color Bit Depth: 24 bit, Lens Focus: Fixed, Laser Projection: Built-in ,Light Source: Built-in High-brightness LED, Status-LED: Scanning Green-light flashing, Video Recording: Red-light flashing, Scanning Speed: 1.5 sec. per A3 page, Scanning methods: Hand Button, Foot Pedal, Software Button, Auto-Scan, Output Format: Picture: JPG, TIFF, BMP, PNG, Document: PDF(Image), PDF (Searchable), PDF (Text), Excel, WORD, TEXT, E-book: EPUB, Text To Speech: MP3, WAV, Video: AVI, MPEG, FLV, WMV, Video Compression: MJPG, Interface: USB 2.0 Type B x 1 (For PC Connection), USB 2.0 Type-A x 1 (For USB Extension), Dimension: Folded size:110 (L) X 150 (W) X 402 (H) mm, Working size: 307 (L) X 150 (W) X 402 (H) mm, Bundled Software: VIISAN Office Cam Scanning Software, System Requirements: Windows 7/8/10,</p>
		<p><u>Touch Screen Flat Panel Specifications with Built in PC</u></p> <p>Display Size: 86 inch, Resolution: 4K (3840 x 2160) RGB, Contrast Ratio: 5000: 1, View Angle: 178°, Back Light: DLED, Screen Life Span: >=50000h, Glass type: 4mm anti-explosion tempered glass, frame size: 27.7mm, Touch technology: Infra-red Input method Stylus and Touch, Response time: <=6ms, Calibration accuracy: 2mm, Connection port: USB 2.0, Touch Points: 20 point touch, Operation system: (Android) 8.0 Memory: 2GB DDR4, Storage: 16GB standard, Extra Features: 20 points simultaneously touch, Gesture to slide navigation menu, Channel auto recognition. Built in Slot in PC Features: Front VGA+HDMI Port, easy to use. Dual Wifi Antenna, Support traditional type of intel core processor. One touch key to recover OS, Chip: B-85, CPU: Intel Core i5, RAM: 4GB 1 * SODIMM DDR3, Front output: VGA HDMI, Processor graphics: Intel HD Graphics 4600, Base frequency: 350mhz, Max dynamics: 1.10Ghz, Hard Disk: SSD 128GB, Network Adapter: PCIE , Dual Band 2.4G/ 5G, Support: Giga bit LAN Controller. I/o Ports JAE Connector 1 (JAE TX25 80Pin), VGA Max (1920 x1080), HDMI Max (1920 x 1080), USB 2 * USB3.0. 2 * USB 2.0, LAN (RJ-45), Audio port and Serial port OS: Windows 7, 8 or Windows 10.</p> <p><u>NOTE:-</u> Vendors have to quote all items as per required item and vendor will be responsible to install & successful completion of Video Conferencing.</p>

03 days after Tender opening meeting all the bidders are required to

submit sample for each item for the purpose of quality assurance, which

may be returned after completion of procurement process/inspection of items.

6. PRICE SCHEDULE

Successful Bidder has to provide one sample for each item of all items. Quality of the items must be as per provided sample or better than that. Vendor will be responsible to provide defect free and brand-new items and defective items will not be accepted and will be returned to the successful bidder and no payment shall be paid for the defective items. In case of inferior quality, other than the sample, the guarantee may be forfeited.

- The price shall include all applicable taxes like Income Tax, GST, PST, etc.
- The price will include all related expenses (e.g. labor, transportation charges, incidental services, etc. to delivery point).
- Price schedule must be enclosed with financial proposal.
- There will be no advance payment.

4.1.9. Contract

The Bidder shall, sign the Contract within three days of receiving of Acceptance Letter from the Purchaser.

4.1. Contract Cost

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

4.2. Contract Duration

The Contract duration shall be for a period till expiration of warranty/ guarantee of the goods from the date of signing of contract.

4.3. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications

or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor 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.

4.4. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

4.5. Standards

The Goods supplied under this Contract shall conform to the authoritative latest industry standards.

4.6. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Services or any part thereof.

4.7. Delivery

4.9.1. The contractor will have to deliver all goods/services **within 15 days** (Negotiable) after issuance of Work Order

4.9.2. Delivery shall be made to the (Store) stock of District & Sessions Judge, Nowshera in District Courts Nowshera.

4.9.3. The Contractor shall provide the required Goods all the safety which is sufficient to prevent the damage or deterioration during storage and transit to their final destination as indicated in the Contract.

4.9.4. The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Goods is completed.

4.9.5. The Contractor shall ensure that the Goods shall be delivered complete

and as per schedule of delivery. If it shall appear to the Purchaser that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the right items of the Goods thereof.

4.9.6. To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least three (03) day in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

4.9.7. The Contractor shall ensure to get signed "Satisfactory Good Receipt Note" from

4.9.8. Purchaser Representative upon successful discharge of Services.

4.8. Work Completion Certificate

The Purchaser will issue **Goods Receipt Inspection Note (GRIN)** to the Contractor upon successful completion of delivery of goods and related services which the Contractor is liable to provide in consideration of this Contract.

4.9. PAYMENT

4.11.1. The Purchaser shall pay the amount verified within thirty (30) days of delivery. Payment shall not be **made in advance and against partial deliveries** until work completion certificate is issued by the Purchaser. The Purchaser shall make payment for the complete and defect free Goods supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque/ PO/DD/CDR.

4.11.2. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

4.11.3. All type of government duties and taxes shall be dealt as per applicable

laws of Pakistan at the time of payment. Purchaser shall not be responsible for increase in deduction of taxes due to change in laws of Pakistan.

4.10. Inspection and Verification

The Purchaser may reject the Goods if they fail to conform to the specifications, in any inspection(s) and the Bidder may be allowed to make all alteration necessary to meet the specifications in coordination with Purchaser's concerned department, within three working days, free of cost to the Purchaser. The Purchaser or its representative shall have the right to inspect and/or to test the goods and to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. All costs associated with testing shall be borne by the Supplier.

The Purchaser's right to inspect, test and, where necessary, reject the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.

4.11. Insurance

The supplier shall be solely responsible for Insurance (if applicable) of the Goods subject to the contract.

4.12. Warranty

The Bidder shall warrant the Purchaser that the goods supplied by the Bidder, under the contract, incorporate all recent improvements in design, unless provided otherwise in the contract.

The Purchases shall, by written notice served on the Bidder, promptly indicate any claim(s) arising under the warranty.

4.13. Contract Amendment

4.15.1. The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/

requirement in the light of prevailing rules and regulations.

4.15.2. The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

4.15.3. The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

4.15.4. No variation or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

4.14. Assignment /Subcontract

4.16.1. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

4.16.2. The Contractor shall guarantee that any and all assignees/subcontractors of the Contractor shall, for performance of any part/whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the work under the contract.

4.15. Extensions in Time for Performance of Obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, the likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

4.16. Liquidated Damages

The contractor has to provide valid justifications in case of delay in execution of contract. If the Contractor fails to provide the Goods within delivery time,

05 % of the total price of the respective goods will be imposed as penalty per day. The period of liquidated damages will expire in 30 days, after which District & Sessions Judge, Nowshera may cancel work order and confiscate performance guarantee. After the confiscation of performance guarantee and cancellation of work order, vendor will not claim any payment whatsoever.

District & Sessions Judge, Nowshera might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract.

4.17. Blacklisting

The purchaser may, for a specified period, debar a bidder or contractor from participating in any public procurement process of procuring agency, if the bidder or contractor has:

- a) Acted in a manner detrimental to the public interest or good practices;
- b) Consistently failed to perform his/ her obligation under the contract;
- c) Not performed the contract up to the mark; or
- d) Indulged in any corrupt practice.

4.18. Termination for Default

4.20.1. If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).

4.20.2. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such

manner as it deems appropriate, Goods/Services, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

4.19. Termination for Convenience

4.21.1. The Purchaser may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

4.21.2. For the remaining Goods/ Services, the Purchaser may elect:

4.21.3. To have any portion thereof completed and delivered; and/or

4.21.4. To cancel the remainder and pay to the Contractor an agreed amount for partially supplied Goods, together with a reasonable allowance for overhead and profit.

4.20. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

4.21. Force Majeure

4.23.1. For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of the contractor and which makes contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

4.23.2. The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of

Force Majeure.

4.23.3. If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform 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.

4.23.4. Force Majeure shall not include:

4.23.5. Any event which is caused by the negligence or intentional action of Bidder or its agents or employees, nor any event which the Bidder could reasonably have been expected to:

4.23.6. Take into account at the time of the conclusion of this Contract and;

4.23.7. Avoid or overcome in the carrying out of its obligations hereunder.

4.23.8. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

4.22. Dispute Resolution

4.24.1. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.24.2. If after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Bidder have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee of PEF. The decision of Arbitration Committee shall be final and binding on the parties.

4.23. Statutes and Regulations

4.25.1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

4.25.2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all

penalties and liability of any kind for breach of any of the same.

4.24. Authorized Representative

4.26.1. The Purchaser or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

4.26.2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Purchaser or the Contractor.

4.26.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

4.26.4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

SPECIAL STIPULATIONS (BID DATASHEET)		
Reference (Clause of this document)	Description	Details
Clause 1.3	Bidding procedure	Single stage – Two Envelope Procedure.
Clause 2.1.1	Last date and time for the Submission of bidding document.	08-5-2024 at 11-00 AM at District Courts Nowshera.
Clause 2.1.2	Date, time and venue of opening of technical+ Financial Proposals	11.30 AM on 08.05.2024 at District CourtsNowshera.
Clause 3.11	Bid Price	Should be best and final prices including all applicable Taxes as no negotiations on the prices are allowed.
Clause 3.12	Bid Security	The Contractor shall furnish 05% Bid Security in the form of Demand Draft/ Pay Order/ Call Deposit Receipt, in the name of the Purchaser;
Clause 3.13	Bid validity period	150 Days.

Clause 4.6	Language of bid	English
Clause 4.9	Delivery	<ul style="list-style-type: none"> • The contractor shall deliver the Goods/Services according to the given delivery schedule. • The Contractor shall ensure to get signed “Satisfactory Good Receipt Note” from Purchaser Representative upon successful delivery of Goods/Services.
Clause 4.18	Liquidated damages for failure / delay in supply of Services by the Contractor	If the contractor fails to deliver the Goods/Services in time as specified in the scope of work, 05% of the quoted price shall be imposed as penalty per day.
Clause 2.1.10	Contact Person for Communication:	Name: Muhammad Sharif Designation: Budget & Accounts Assistant/ Member (Procurement) Contact No: 0316-1939533

Note: The successful bidders shall submit sample for each item for the purpose of quality assurance, which may be returned after completion of procurement process.

ANNEXURE-B (Attach with Technical Proposal)
To be submitted on Legal Stamp paper of Rs. 50/- with Technical Proposal

UNDERTAKING

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

We undertake that we are not blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Dated this day of _____ 20

Signature

(Official Stamp)

In the capacity of: _____

Duly authorized to sign bids for and on behalf of:

(Attestation by Notary Public/ Oath
Commissioner)