

Tender Reference Number: _____

Issue Date of Tender: _____

BIDDING DOCUMENT
Purchase of IT Equipment and Hardware

District & Sessions Judge,
Charsadda
Phone & Fax: 091-9220444
Email: dsjcharsadda@yahoo.com

INVITATION FOR BIDS
Purchase of IT Equipment & Hardware

The Chairman Procurement Committee invites sealed bids under **Single stage two envelopes** from the original manufacturers/suppliers active tax payers and registered under the Sales Tax Act listed with Sales and Income Tax Department, FBR, for the procurement/Purchase of IT Equipment's for the District Courts Charsadda.

The bids should accompany Earnest Money/Bid Security of 2% i.e **(Rs. 90,000 for I.T and Rs.80,000 for Hardware)** of the quoted value (refundable) in the shape of Bank Draft/Pay Order (only) in favour of the District & Sessions Judge, Charsadda, KPK. Tender with cross cheque/banker's cheque and without Call Deposit shall not be entertained.

Sealed Bids enclosed in an envelope with the Earnest Money/Bid Security must reach the undersigned on or before **20.05.2022 at 10:00 a.m.** Bids will be opened on the same day at **11:00 a.m.** in the presence of Bidders or their representatives in the **Library of the Judicial Complex, Charsadda.**

Complete Bidding Documents including terms and conditions, specification of items by the interested bidders may be downloaded from www.districtjudiciarycharsadda.com.pk or may be obtained from the office of the District & Sessions Judge, Charsadda on submission of an application on their firm's letter head .Bidding Documents can be obtained on any working day till last day of submission of bid. Incomplete, ambiguous and conditional bids shall not be accepted. Bids can be submitted by post or delivered at Charsadda.

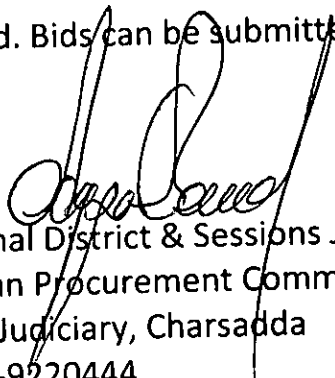

Additional District & Sessions Judge-III Charsadda/
Chairman Procurement Committee,
District Judiciary, Charsadda
Ph: 091-9220444

TABLE OF CONTENTS

S.NO	PARTICULARS	PAGE NO.
1	GENERAL CONDITIONS FOR BIDDING	4
2	SUBMISSION OF BID	5
3	BID OPENING, CLARIFICATION AND EVALUATION	5
4	TIME FOR COMPLETION OF CONTRACT AND WARRANTY	6
5	PROCESS TO BE CONFIDENTIAL	6
6	AWARD OF CONTRACT	6
7	BIDDING DATA FORM	7
8	BID FORM	7
9	BIDDER'S INFORMATION FORM	7
10	CONTRACT FORM	8
11	DETAILED TERMS AND CONDITIONS OF BIDDING PROCESS	8
12	GENERAL CONDITIONS OF CONTRACT	9
13	SPECIAL CONDITIONS OF CONTRACT	11
14	PRICE SCHEDULE FORM	12
15	TECHNICAL SPECIFICATIONS	12
16	SCHEDULE OF REQUIREMENT FORM	13

1: GENERAL CONDITIONS FOR BIDDING

1.1: Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Document/s may contact the District & Sessions Judge, Charsadda through email/fax or registered post or email at dsjcharsadda@yahoo.com, 091-9220444 respectively.

1.2: Amendment of Bidding Documents

(a) At any time, prior to the deadline for submission of bids, the competent authority may, for any reason, modify the Bidding Document by issuing an addendum.

(b) Any addendum thus issued shall be part of the Bidding Document and shall be made available online on the official websites of KPPRA.

(c) The Competent Authority may at its discretion extend the deadline for the submission of bids.

1.3: Eligible Bidders

Bidding is open to all firms meeting the following criteria:

(a) The Bidder shall be an original manufacturer/ authorized distributor/ supplier.

(b) The Bidder must have at least **three (3) years** of experience in manufacturing and supplying of similar Goods as requisitioned in this bid.

(c) The Bidder must provide an undertaking for providing after sale service during the warranty period.

(d) The Bidder should not be blacklisted.

(e) The Bidder should be on the Active Taxpayer List (ATL) of Federal Board of Revenue (FBR).

(f) The Bidder should be registered under the Sales Tax Act with a National Tax Number (NTN), General Sales Tax (GST) and Vendor Number.

1.4: Documents Comprising the Bid

The bid shall comprise of the following documents:

(a) Bid Form (available in the Bidding Document).

(b) Bidder's information Form (available in the Bidding Document).

(c) Price Schedule Form (available in the Bidding Document).

(d) Certification of compliance with the technical specifications.

(e) Power of attorney in accordance with law.

(f) Earnest Money/Bid Security.

(g) Brochures of quoted products.

(i) Undertaking that quoted product is from the current manufacturing range of the manufacturer.

(j) Declaration on stamp paper by the Bidder that his firm is not blacklisted.

(k) Copies of NTN, General Sales Tax, Vendor Number and ATL.

1.5: Sufficiency of bid

Each Bidder shall satisfy himself before Bidding as to the correctness of his bid and of the prices entered for the proper execution of the bid.

1.6: Prior to the detailed evaluation of bids, the Procurement Committee will determine whether the Bidder fulfills all requirements of eligibility criteria. If the Bidder does not fulfill any of these conditions, it will not be evaluated further.

1.7: Criteria for Bid Evaluation

(a) The cost of bid should be inclusive of supply, installation and warranty of the Goods. No separate cost shall be entertained for such work.

(b) The Goods quoted should be of good quality.

(c) The bidder should quote one price for each item. Two or more prices for one item will be treated as non-responsive so far as it relates to that quoted item.

(d) The price quoted shall be Delivered Duty Paid (inclusive of all applicable taxes & transportation charges, if any) price only.

(e) The bidders cannot bid for partial quantities of an item as specified in the Schedule of Requirement Form.

(f) Only responsive bidders shall be requested to present sample items at a time and location as may be agreed

(g) The bidders may bid for anyone or all items as specified in the Schedule of Requirement Form.

(h) Any bid found as conditional or in any manner whatsoever ambiguous will be treated as non-responsive and will be rejected.

1.8: Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Chairman Procurement Committee or Competent Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.9: Earnest Money/Bid Security

(a) Each Bidder shall furnish the required Earnest Money/Bid Security in favour of the District & Sessions Judge, Charsadda. The Earnest Money/Bid Security shall be valid for a period as specified in the Bidding Data Form

(b) Any bid not accompanied by Earnest Money/Bid Security shall be rejected by the Procurement Committee treating it as non-responsive.

- (c) The Earnest Money/Bid Security of an unsuccessful Bidder will be returned to him after the award of the contract.
- (d) The Earnest Money/Bid Security of the successful Bidder(s) will be returned as the Bidder furnishes his work satisfactorily.
- (e) The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he fails to timely deliver the good(s).
- (f) The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he withdraws his bid during the period of bid validity or does not accept the correction of his bid Price in pursuance (3.16) detailed below.

1.10: The Goods

- (a) The Goods delivered should be new and in no case used or refurbished.
- (b) The Goods should be arranged through legal channels and all duties/taxes (if any) levied by the Government should be paid by the Bidder.
- (c) If the concerned officers of the procurement committee reject any Good during its opening/installation due to any justifiable reason, then the successful Bidder will be bound to replace it within the delivery period.

1.11: Dispute Resolution

In the case of a dispute between the District & Sessions Judge, Charsadda and the successful Bidder, the dispute shall be referred for arbitration in accordance with the laws of the Islamic Republic of Pakistan.

1.12: Rejection of Bids

Bid may be rejected if:

- a) Eligibility criteria is not met as per section 1.3.
- b) Bid is submitted without the required Earnest Money/Bid Security.
- c) Bid is received after the specified date and time as per the Bidding Data Form.
- d) Specifications and other requirements are not properly adhered to or manufacturer's brochure shows specifications different from those given in the tender.
- e) If the Bidder has no GST, NTN and Vendor Number.
- f) Service center/ workshop is not located in Pakistan.
- g) Any other major discrepancy found in the proposal.

2: SUBMISSION OF BID

(Instructions to Bidders)

- 2.1 The Bidder is expected to follow all instructions and specifications in the bidding document.
- 2.2 Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document will be at the Bidder's risk and may result in the rejection of the bid.
- 2.3 The bid shall remain valid for the period stipulated in the Bidding Data Form.
- 2.4 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder.
- 2.5 Official seal shall be affixed on every page of the bid or shall be initialed by the person submitting the bid.
- 2.6 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.7 The bid shall be delivered in person or sent by registered mail at the address given in the Bidding Data Form not later than the time and date stipulated therein.
- 2.8 The bid should be addressed to the District & Sessions Judge, Charsadda. The name and address of the Bidder should also be available on the inner and outer envelopes to enable the bid to be returned unopened in case it is declared "Late".
- 2.9 A bid submitted through fax or e-mail shall not be considered.
- 2.10 Any bid received after the deadline will be returned unopened to the Bidder.
- 2.11 The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the District & Sessions Judge, Charsadda prior to the deadline prescribed for submission of bids.
- 2.12 No bid shall be modified after the deadline for submission of bids.
- 2.13 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the bid security.
- 2.14 The prices shall be fixed and must be inclusive of all relevant taxes.
- 2.15 If these instructions to Bidders are not fully complied with, the bid may be rejected.

3: BID OPENING, CLARIFICATION AND EVALUATION

- 3.1 The bids will be opened in the presence of the Bidders or their representatives who choose to attend at the time, date and location stipulated in the Bidding Data Form.
- 3.2 Bidders or representatives of the Bidders who choose to attend shall sign the attendance sheet.
- 3.3 The Bidder's name, bid prices, the presence or absence of the Bid Security, and such other details as the Chairman, Procurement Committee or District & Sessions Judge, Charsadda at its discretion may consider appropriate, will be announced at the time of bid opening.

3.4 A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document.

3.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.6 The Procurement Committee will evaluate and compare the bids which have been determined to be substantially responsive.

3.7 Chairman, Procurement Committee, shall announce the result of the bid evaluation at least ten (10) days prior to the award of contract on the official websites of KPPRA.

3.8 Chairman, Procurement Committee, District Judiciary Charsadda may waive any minor informality or nonconformity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

3.9 No bid shall be rejected at bid opening, except the late bids, which shall be returned unopened to the Bidder.

3.10 The Procurement Committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Bid Evaluation:

3.12 Proposals will be opened on the tender opening date as specified in the Bidding Data Form.

3.13 Bids will be opened at the time and date as mentioned in the Bidding Data Form.

3.14 To assist in the examination, evaluation and comparison of bids, the Chairman Procurement Committee may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3.15 The bids will be evaluated as per specifications laid down for each Goods proposed for purchase. The bids which do not conform to the prescribed specifications and terms and conditions of tender, will not be accepted.

3.16 If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If the Bidder does not accept the corrected bid price, his bid will be rejected and his Bid Security shall be forfeited.

3.17 In case of the same rate being offered by two or more Bidders, the deciding factor will be longer period of warranty.

4: TIME FOR COMPLETION OF CONTRACT AND WARRANTY

(Instructions to Bidders)

4.1 Supply of Goods and Services

a) Goods shall be delivered and installed at Judicial Complex, Charsadda within the specified time as mentioned in the Bidding Data Form at the cost of the successful Bidder.

b) If the Bidder fails to deliver any or all of the Goods within the period specified, the Chairman, Procurement Committee/ District & Sessions Judge, Charsadda, without prejudice to its other remedies under the Contract, deduct from the tender price, as liquidated damages as specified in the General Conditions of Contract (GCC).

4.2 Warranty

a) A comprehensive on-site warranty period for the Goods supplied must be mentioned. Preference will be given to those who offer maximum warranty period.

b) The warranty period will start from the date of testing of the Goods.

c) If any fault /defect occur in the Goods during the warranty period, it will be replaced by the Bidder at his own risk and cost.

d) The Bidder shall provide the services of maintenance within 72 hours after filing of a complaint by the Chairman, Procurement Committee, District Judiciary Charsadda

5: PROCESS TO BE CONFIDENTIAL

(Instructions to Bidders)

5.1 No Bidder shall contact procurement committee on any matter relating to his bid from the time of the bid opening to the time the bid evaluation result is announced. The evaluation result shall be announced at least ten (10) days prior to Award of Contract.

5.2 Any effort by a Bidder to influence any officer of the procurement committee in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

5.3 Whereas, any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result. However, a mere fact of lodging a complaint shall not warrant suspension of the procurement process.

6: AWARD OF CONTRACT

6.1 Award Criteria and Right of the District & Sessions Judge, Charsadda

a) The Chairman, Procurement Committee/District & Sessions Judge, Charsadda, shall award the Contract to the Bidder(s) whose bid has been determined to be substantially responsive to the Bidding Document.

b) The Chairman, Procurement Committee reserves the right to:-

i. increase or decrease the quantity of the Goods without any change in the unit price or other terms and conditions.

ii. accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the

grounds for the District & Sessions Judge, Charsadda action except that the grounds for its rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, without justification of the grounds.

c) The Chairman Procurement Committee observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the Bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.

6.2 Notification of Award

Prior to expiry of the period of bid validity, the District & Sessions Judge, Charsadda will notify the successful Bidder in writing that his bid has been accepted.

6.3 Performance Guarantee

The successful Bidder shall be bound to furnish a performance guarantee as provided in the Bidding Data Form.

6.4 Payment and Currency

Payment shall be made in Pak. Rupees after successful installation of the Goods.

6.5 All applicable taxes shall be deducted as per Government Rules.

6.6 Signing of the Contract Form

As the Chairman, Procurement Committee, District Judiciary Charsadda notifies the successful Bidder that its bid has been accepted, the District & Sessions Judge, Charsadda will send the Bidder the Contract Form provided in the Bidding Document incorporating all agreements between the parties.

6.7 The successful Bidder shall sign and date the Contract Form and return it to the Chairman, Procurement Committee, District Judiciary Charsadda, within three (3) days of the receipt of the said Contract Form.

6.8. **Performance Guarantee:** The successful bidder shall be bound to provide performance guarantee upto 8% of the bid value

7: BIDDING DATA FORM

(1)	Brief description of work:	Purchase of Computer Hardware & IT Equipment
(2)	Bid Currency:	The bid to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees.
(3)	Deadline for Submission of bid:	10:00 am on 20.05.2022
(4)	Address for submission and opening of bid:	Office of District & Sessions Judge, Charsadda.
(5)	Time and date of Technical Bid opening:	11:00 am on 20.05.2022
(7)	Validity of bid:	Sixty (60) days from the date of bid opening.
(8)	Value of Earnest Money/Bid Security	Two percent (2%) i.e (Rs.90,000/- for I.T and Rs. 80,000/- for Hardware) of the quoted value in the shape of Bank Draft/Pay Order (only).
(9)	Validity of Earnest Money	Sixty (60) days from the bid opening.
(10)	Timeframe for completion:	The successful Bidder shall be bound to supply the Goods at Judicial Complex, Charsadda within a period as specified in the Schedule of Requirement Form i.e. (1) One week.
(11)	Warranty period:	maximum warranty period

9: BIDDER'S INFORMATION FORM

Please fill-in the following details:

M/s: _____

Company Owner's Name: _____

Company's Business Address: _____

National Tax Number (NTN) and Date of Registration: _____

Sales Tax Registration Number and Date of Registration: _____

Vendor Number and Date of Registration: _____

Owner's CNIC _____ Signature of Owner's: _____

Mobile/Telephone #: _____

Email: _____

Fax #: _____

Authorized Person's Name: _____

Authorized Person's Designation: _____

Authorized Person's CNIC No: _____

Authorized Person's Signature: _____

Seal: _____

8: BID FORM

Tender Reference No. _____

Bid Reference No. _____

To:

Chairman, Procurement Committee,
District Judiciary Charsadda
Dear Sir/Madam,

(1) Having examined the Bidding Document, we, the undersigned, being a company doing business under the name of _____ and address _____ and being duly incorporated under the laws of Pakistan hereby offer to supply and complete the networking/installation of the bid Goods.

(2) We, the undersigned, offer to supply and deliver the bid Goods in conformity with the said Bidding Document for the sum of Rs. _____.

(3) As security for due performance of the undertakings and obligations of this bid, we submit herewith an Earnest Money/Bid Security as provided in clause 8 of the Bidding Data Form.

(4) We undertake to deliver and complete the supply and networking/installation within the time as provided in the Schedule of Requirement Form.

(5) We agree to abide by this bid up to its validity period as mentioned in the Bidding Data Form and it shall remain binding upon us and may be accepted by us at any time before the expiry of that period.

(6) We understand that you are not bound to accept the lowest or any bid you may receive.

(7) We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid.

Dated _____, 2022 - Signature _____

Name of Bidder: _____

Address: _____

10: CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2022 between the District & Sessions Judge, Charsadda (hereinafter called the "Purchaser") and [_____ name of Supplier _____](hereinafter called the "Supplier").

WHEREAS the Purchaser invited bids for the Goods (as set out in the schedule of requirement form) and has accepted the bid of the Supplier for the supply of all of the Goods and Services for contract price in the sum of Rs. _____ in words _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the GENERAL CONDITIONS OF CONTRACT referred to.
2. The following documents collectively referred to as "the Bidding Document" shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a. The Bid Form and the Price Schedule Form submitted by the Bidder;
 - b. The Schedule of Requirements;
 - c. The Technical Specification;
 - d. GENERAL CONDITIONS OF CONTRACT;
 - e. SPECIAL CONDITIONS OF CONTRACT;
 - f. The Award of Contract;
 - g. Earnest Money/ Bid Security; and
 - h. Performance Guarantee.
3. In consideration of the payments to be made by the Purchaser to the Supplier, the Supplier hereby covenants with the Purchaser to provide the Goods and complete the networking/installation thereof in conformity in all respects with the provisions of the Bidding Documents.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and completion of networking/installation, the tender price.

IN WITNESS whereof the purchaser and the supplier hereto have caused this agreement to be executed in accordance with the relevant laws the day and year first above written.

Signature of the Purchaser: _____ Signature of the Supplier: _____

Date: _____ Date: _____

Seal: _____ Seal: _____

Address: _____ Address: _____

Witness-1: _____ Witness-2: _____

Designation: _____ Designation: _____

CNIC: _____ CNIC: _____

Address: _____ Address: _____

11: DETAILED TERMS AND CONDITIONS OF BIDDING PROCESS

- The tender must accompany Firms Registration Certificate, National taxation number and certificate, Sales Tax Registration Certificate and Vendor number. In case of appointment of nominee, if any, his email address, telephone/mobile number and fax number together with proof of nomination.
- The bidder shall furnish documents establishing the bidder's eligibility to bid and qualifications to perform the contract if its bid is accepted. In case of foreign manufacturer, producer or supplier, the following additional requirements shall be fulfilled:-
 - a). *authorization by the foreign firm for the local bidder, in the procuring agency's country, offering to supply goods under the contract;*
 - b). *furnishing of documents establishing that the bidder has the financial, technical and production capability necessary to perform the contract;*
 - c). *the foreign firm/bidder, to annex documentary proof, to the effect that if the contract awarded, it will be represented by a local agent in the procuring agency's country, is equipped and capable to carryout the maintenance, repair and spare parts stocking of the supplies and to fulfill the obligations prescribed in the conditions of the contract/technical specifications; and*
- The rates will remain valid up to 30th June, 2022.
- The tender must be accompanied by 2% call deposit as earnest money (refundable) in the shape of Bank draft/Pay Order along with financial proposal in the name of District & Sessions Judge, Charsadda without which the offer will be rejected.
- The earnest money of unsuccessful bidders will be refunded on finalization of the tender and in the case of successful bidder it will be retained till completion of work.
- The Firms will provide an affidavit on stamp paper of Rs.100/- duly attested by the Oath Commissioner to the effect that it has never been black listed.
- The bidder shall present a sample unit/piece at the time of bid opening, if possible.
- The quoted rate must be inclusive of all taxes/duties/transportation cost to the destination point at District Courts, Charsadda
- Single stage, Two Envelopes method [Rule 6(2) (b)] will be adopted.
- Technical Bids will be opened in the presence of bidders/Contractors or their Representative at Library Judicial Complex, Charsadda on closing date at 11:00AM.
- The Chairman Procurement Committee with the approval of the District & Sessions Judge/Competent Authority reserve right to modify the Bidding Document at any time prior to the deadline for submission of bids by issuing an addendum. Any addendum issued by Competent Authority shall be part of the Bidding Document and will be available online on the official website of KPPRA. Price and general sales tax must be quoted in Pakistani Rupees.
- All applicable taxes shall be deducted as per Pakistan taxation laws.
- All items shall be supplied as per supply order, failing which the call deposit shall stand forfeited.
- Delivery period shall be Fifteen (15) days after supply order.
- The firm shall provide after sales service, on usual terms and conditions, provided in the relevant rules.
- Only the firms/authorized dealers registered with Sales Tax Department should submit their tenders.
- The procurement is subject to financial and technical evaluation by the competent authority/committee/Experts.
- An affidavit regarding provision of original/genuine items will be submitted by the successful bidders on the stamp papers of Rs.100/- which will be duly attested by the Oath Commissioner.
- Specification of all the electronics items is mentioned in the tender document.
- Income Tax clearance certificate for the year 2021-22 shall be attached with the tender forms otherwise the tender will be rejected.
- Tempered/over written rates will not be accepted.
- The suppliers must have established offices in Pakistan and same shall be visited by Purchase Committee/Competent Authority.
- The Competent Authority reserves the right to increase or decrease the quantity of the items/goods.
- The successful contractor/bidder will be awarded the contract and the contractor will be bound to make the supply of the required items as per time period and date fixed in the contract.
- The successful bidders will execute an agreement with the District & Sessions Judge, Charsadda/Competent Authority on a stamp paper of Rs.100/- duly attested by Oath Commissioners to the effect that the Firm will supply the required items within the stipulated time without cost escalation.
- The District & Sessions Judge, Charsadda/Competent Authority has the right to cancel the contract partially or entirely, at any time, if the supply is found substandard, short in quantity or in case of failure to supply the same in time and as a consequence the security amount will be forfeited and such firm will be declared black listed. An attested affidavit shall also be submitted to the effect that firm should not have been involved in litigation in such like matters, and if found so, shall be black listed.
- Submission of any false statement or concealment of material facts shall render the bidder disqualified.
- KPPRA rules and regulations will be followed during all the process of tender/bid.
- The District & Sessions Judge, Charsadda /Competent Authority reserves the right to accept or reject any or all the bids/proposals without assigning any reason(s) as per KPPRA rules and bidder/contractor will not claim for any compensation of any nature whatsoever.
- The sealed bid/proposal complete in all respect should reach the Office of District & Sessions Judge, Charsadda Charsadda/Competent Authority on or before 20/05/2022 at 10:00am. The bid will be opened on the same day at 11:00am in the presence of bidders or their authorized representatives.
- The successful contractor/bidder will provide two year warranty for the replacement or repair of the procured goods falling in the warranty period.
- Payments will be made to the contractor/bidder on completion of supply within the stipulated period, amicably agreed upon by the parties, in the contract agreement, after submission of physical verification/inspection report by the procurement committee and approved by the Competent Authority.

12: GENERAL CONDITIONS OF CONTRACT

<p>1. Definitions</p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>a) "The Bidding Document" shall include the following documents and forms:</p> <ul style="list-style-type: none"> i. Invitation to Bid; ii. General Conditions for Bidding; iii. Instructions to Bidders; iv. Bidding Data Form; v. Schedule of Requirement Form; vi. Technical Specifications; vii. Bid Form; viii. Price Schedule Form; ix. Contract Form; x. General Conditions of Contract; and xi. Special Conditions of Contract. <p>b) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Purchaser and Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>c) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>d) "The Goods" means all of the items mentioned in the Price Schedule Form which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>e) "The Services" means installation and other services ancillary to supply of Goods covered under the Contract.</p> <p>f) "GCC" means the General Conditions of Contract contained in this section.</p> <p>g) "SCC" means the Special Conditions of Contract.</p> <p>h) "The Purchaser" means the organization purchasing the Goods, as named in SCC.</p> <p>i) "The Supplier" means the entity supplying the Goods and the services.</p> <p>j) "Day" means calendar day.</p> <p>k) "The Installation Site," where applicable, means the place named in SCC.</p>
<p>2. Application</p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>

<p>3. Standards</p>	<p>3.1 The Goods and the Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<p>4. Inspections and Tests</p>	<p>4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods and the Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.</p> <p>4.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point 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' shipment from the factory/warehouse.</p> <p>4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p>5. Packing</p>	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</p>
<p>6. Delivery and Documents</p>	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirement Form.</p> <p>6.2 For purposes of the Contract, Delivered Duty Paid (DDP) trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes.</p>
<p>7. Transportation</p>	<p>7.1 The Supplier is required under the Contract to transport the Goods to Judicial Complex, Charsadda.</p>
<p>8. Warranty</p>	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier,</p> <p>This warranty shall remain valid for a period specified in the Bidding Document after the Goods, or any portion thereof as the case may be, have been delivered to and accepted.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be</p>

	necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
9. Payment	9.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and upon fulfillment of other obligations stipulated in the Contract.
10. Contract Amendments	10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and the Supplier.
11. Assignment	11.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
12. Delays in the Supplier's Performance	12.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement Form. 12.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 12.3 Except as provided under GCC Clause 15, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 13, unless an extension of time is agreed upon pursuant to GCC Clause 12.2 without the application of liquidated damages.
13. Liquidated Damages	13.1 Subject to GCC Clause 15, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 14.
14. Termination for Default	14.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 12.2; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. 14.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
15. Force Majeure	15.1 The Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 15.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
16. Notices	16.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's address specified in SCC and by facsimile. 16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
17. Taxes and Duties	17.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

13. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: The District & Sessions Judge, Charsadda.

GCC 1.1 (i)—The Site is: Sessions Courts, Charsadda

2. Inspections and Tests (GCC Clause 4)

GCC 4.1—Inspection and tests prior to supply of Goods and Services at final acceptance are as follows: The Purchaser or its representative shall have the right to inspect and or to test the supplies at the District Courts, Charsadda to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

3. Packing (GCC Clause 5)

GCC 5.1 – Packing & Accessories: The Bidder shall deliver the supplies at Sessions Courts, Charsadda in scratch less condition with all the manufacturer supplied accessories.

4. Warranty (GCC Clause 8)

GCC 8.2—The warranty period of the Goods and Services shall be as indicated in the Bidding Document. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense.

b) GCC 8.4 & 8.5—The period for correction of defects in the warranty period is: 30 days.

6. Liquidated Damages: (GCC Clause 13)

GCC 13.1—Applicable rate: Applicable rates shall not exceed five (5) % per week and the maximum shall not exceed ten (10) % of the contract price.

5. Payment (GCC Clause 9)

GCC 9.1 — The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

a) Payment shall be made in Pak. Rupees.

b) On Acceptance: Hundred (100) percent of the Contract Price of the supplies delivered and received shall be paid after submission of claim supported by the acceptance certificate issued by the Purchaser with Performance Guarantee.

6. Governing Language (GCC Clause 18)

GCC 20.1—The Governing Language shall be English.

7. Notices (GCC Clause 16) Purchaser's address for notice purposes:

Name of Officer:

Complete Address:

Phone Number:

District & Sessions Judge, Charsadda

091-9220444

Supplier's address for notice purposes:

Name of Officer:

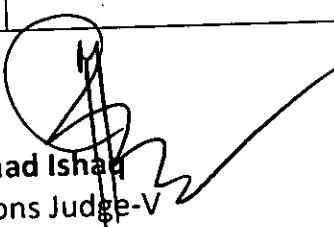
Complete Address:


Phone Number:

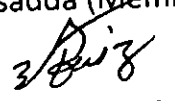
Signature: _____ Seal: _____

14: TECHNICAL SPECIFICATIONS


S.No	Items	Quantity
1.	Computer System with LED (18.5 inches): Branded Processor Core i5 10 th Generation, 128 GB SSD, 1TB HDD, 8GB Ram, Mouse, Keyboard, Ports: USB (3.0 and above), HDMI, RJ45 (LAN Gigabit), Type C	As per Available fund
2.	Scanner: Speed:60 ppm or above, @300 dpi in (Color/ Grayscale / Monochrome)/black & white or advance, CIS Document Size: Legal Document Feeding capacity: 80 to 150 sheets of 80 gsm Connectivity: USB 3.1 or higher Daily volume: 9500 or higher File Format Outputs: TIFF, JPEG, RTF,PDF(searchable) Warranty: 02 Years	As per Available fund
3.	LED Size (60 inches or above) Resolution 4k/UHD or above, Refresh rate 100Hz or above	As per available fund
4.	External (H.D) 1 TB	As per available fund
5.	Printer Laser Printer (Black and White) Up to 600 x 400 dpi, Print speed 18 ppm or above, Page size Legal, Memory capacity 128 MB or above	As per available fund

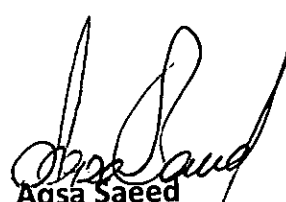

Muhammad Ishaq
Add: Sessions Judge-V
Charsadda (Member)

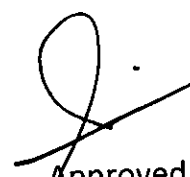

Farman Ali
CJ/JM-I Charsadda(Member)


Mr. Mumtaz Khan
DAO office Charsadda
(Member)


Mr. Fayaz Ali
B&A Assistant


Muhammad Ali
Superintendent Sessions Court,
Charsadda(Member)


Aqsa Saeed
AD&SJ-III, Charsadda
(Chairman)


Approved by:
Sofia Waqar Khattak
District & Sessions Judge, Charsadda