

BIDDING DOCUMENT

FOR

PROCUREMENT OF

- i. Plant & Machinery**
- ii. Furniture**
- iii. Stationery**
- iv. Hardware**

DISTRICT & SESSIONS JUDGE, CHARSADDA

ADDRESS: JUDICIAL COMPLEX, CHARSADDA

Phone: 091-9220444

<https://www.districtjudiciarycharsadda.gov.pk>

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Invitation to Bids

Date: 18.05.2023

TENDER NOTICE

The Chairman, Procurement Committee, Sessions Courts, Charsadda invites Sealed Bids from reputed Authorized dealers, Firms/companies for the purchase of the following items under the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

S.No	Item Description	Bid Evaluation Procedure	Specification
1	Furniture	• Single Stage, One Envelope (Rule 6(2)(a)) of KPPRA Rules 2014	Detailed particulars of required items are available in Bid/solicitation documents which can be obtained from the office of District & Sessions Judge, Charsadda during office hours before closing date and can also be downloaded from website of District Judiciary Charsadda i.e. www.districtjudiciarycharsadda.gov.pk
2	Stationary		
3	Plant & Machinery	• Single Stage, Two Envelops (Rule 6(2)(b)) of KPPRA Rules 2014	
4	Hardware		

Terms & Conditions:

1. The sealed bids/tender documents should reach to the office of the District & Sessions Judge, Charsadda through registered post or personally by the bidders on or before 06.06.2023 by 09:00 am which will be opened on the same day at 10:00 am in the presence of bidder or their representatives. The envelopes for S. No. 3 & 4 shall be marked in bold letter as "Technical Proposal" and "Financial Proposal".
2. Tender must be accompanied with bid security 5 % in the shape of CDR only in the name of District & Sessions Judge, Charsadda.
3. The successful bidder must deposit 8% performance guarantee of the total amount under the Khyber Pakhtunkhwa Public Procurement of Goods, Works & Services Rules 2014.
4. Incomplete, ambiguous and conditional or below specification bids shall not be entertained.
5. The firm/vendor should be registered with Sales Tax and Income Tax Department and FBR, having valid NTN. Valid documents of the above must be attached with bidding documents.
6. The successful bidder will be strictly bound to supply the items according to specifications within fifteen days after the issuance of supply order. Failure in supply within stipulated period or below specifications shall entail in cancellation of that bid & forfeiture of the Earnest Money/Call Deposit Return (CDR) & in case of cancellation of supply order, new supply order will be issued to next lowest bidder.
7. Quantity can be increased or decreased according to available budget. The Subject purchase will be subject to availability of fund.
8. The bidder must submit an affidavit that they are not blacklisted with any Govt/Semi Govt organization.
9. The firm should include GST and all other applicable taxes while submitting rates.
10. The firm will be bound to replace the items damaged during supply. Moreover, approved tender rates will be valid for 30 days from date of bidding and will not be changed.
11. The competent authority reserves the right to reject all or any of the bids or may also cancel the tender at all, at any stage, subject to any reason being communicated to bidder upon proper request under Rule 47(1) of KPPRA Rules, 2014.
12. The sample of items so supplied will be provided to the office of the undersigned before opening of tender for technical evaluation.

Chairman Procurement Committee/ Addl: District & Sessions Judge-IV, Charsadda
Contact # 091-9220444

Detail Description of Items

#	Description	Quantity
1.	<p style="text-align: center;">PLANT & MACHINERY</p> <p>a. Solar UPS Inverter...24-volt, 4 KW, Built in Voltage Stabilizer (With Installation)</p> <p>b. Solar UPS Inverter...48-volt, 5 KW, Built in Voltage Stabilizer (With Installation)</p> <p>c. Battery. Dry 50 AH, 100 AH, 150 AH & 200 AH</p> <p>d. Walk through Gate Harmless to human body, slip proof, waterproof and damp proof. Maximum Passage dimensions (standard external & internal size), Best detector, Easy to use, Best Working environment, accurate result</p> <p>e. Accessories for Solar System Connection from PV Panels to Inverters at Courts</p> <ul style="list-style-type: none"> i. Coper Wire: Flexible 10 mm for solar (Per Bundle rate) ii. DC SPD iii. AC SPD iv. Coper Wire: 10 mm for AC Cable (Per Bundle rate) v. DC Braker: 16A & 32A or above vi. Volt & Ampere Safety Protector 63A vii. Solar Panel: Size 90/45 viii. Change Over 50 Ampere ix. Complete Earthing x. PVC 	As per available fund
2.	<p style="text-align: center;">STATIONERY</p> <p>a. Computer Paper 80 grams (legal size) imported or equivalent.</p> <p>b. Photostat Paper 70 grams (legal size)</p> <p>c. Uni-ball Black Pointer</p> <p>d. Toners (79A, 85A, 26A, 17A, 19A, 107A)</p>	As per available fund
3.	<p style="text-align: center;">FURNITURE</p> <p>a. Steel Almirah (6.5x3) or standard market size, gauge not less than 18</p> <p>b. Steel Benches: Standard Size:3/2-Seater, standard weight and gauge</p> <p>c. Center Table standard size 4 x 2</p>	As per available fund
4.	<p style="text-align: center;">HARDWARE</p> <p>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: 01 Year</p> <p>Printer: Laser Printer (Black and White) Up to 600 x 400 dpi, Print speed 18 ppm or above, Page size Legal, Memory capacity 64 MB or above</p> <p>Photostat Machine Toner: Toner 01: Genuine/Original Toner for Photocopier Xerox 5021</p>	As per available fund


 Addl: District & Sessions Judge-IV/
 Chairman,
 Procurement Committee, Charsadda

1. I hereby tender the rate for the above stated supply of _____ at the rates noted on attached demand list (s).
2. The earnest money @ 5% call deposit of Total Cost for different category is attached herewith.
3. I certify that I have carefully read all the specifications and conditions of contract concerning the supply mentioned in advertisement for supply to the department before tendering and hereby agree to abide the same.

Name of Firm/Supplier: _____

NIT No: _____ GST No: _____

Call Deposit No: _____ Amount _____

Dated: _____ Bank _____

Branch Name & Code _____

Signature of Contractor with Seal

INSTRUCTION TO BIDDERS

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method Single Stage One Envelope, or Single Stage Two Envelops Process as the case may be.
- B. The proposals must contain a transmittal letter on the bidder's letterhead, duly stamped by authorized representative.
- C. The envelopes should be on the name address and contact details of the addresses and the addressors.
- D. The proposal shall contain sales tax registration certificate.
- E. The bidder shall specify validity in days.
- F. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- G. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- H. The proposals should be in accordance with enclosed specification(s).
- I. Response time: all bidders shall submit proposals till closing date and time. No proposal in any case shall be accepted after the deadline.
- J. The bidder shall submit an affidavit that it has never been blacklisted.
- K. Submit statement of any history of litigation or ongoing.
- L. The bidder will deposit bid security money with procuring entity equal to 5% of the total value of the contract along with the bid in the envelope. The bid security money so deposited shall be returned to the depositor after signing the contract.
- M. The procuring entity may reject one or all such proposals, which are vague or does not adhere to these instructions.
- N. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- O. The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- P. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- Q. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

GENERAL TERMS AND CONDITIONS

Sr. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.						
2.						

Following are the details regarding request for quotation for District & Sessions Judge, Charsadda.

Matrix to be filled by the bidder as per the instructions laid down here.

- a) The above details shall be submitted in a sealed envelope
- b) Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
- c) The Supplier (s) must be registered with the Sales Tax authorities.
- d) Warranty of Goods (Where applicable) shall be provided along with "quote".
- e) The quote (s) must remain valid for 30 days from the date of bidding.
- f) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- g) The request for quotation is non-transferable.
- h) Quotations must be submitted on or before the given time and date to Chairman, Procurement Committee, Sessions Courts, Charsadda.
- i) No late quotation for any reason whatsoever, will be considered.
- j) The quote(s) must be accompanied with a bid security valuing 5 % of the total quoted price.
- k) NTN certificate shall be enclosed.
- l) Each supplier can only submit one offer / quote.
- m) The quotation must carry the authorized signatures of the representative of the supplier.
- n) Chairman, Procurement Committee, Sessions Courts, Charsadda has the right to accept or reject any or all offers without assigning any reason thereof.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. BID SECURITY DEPOSIT

The Supplier shall deposit with the Procuring Entity a bid security @ 5 % of the expected budget/total cost value, the fixed sum as per the following:

Plant & Machinery	Rs. 4,00,000/-
Stationery	Rs. 2,00,000/-
Furniture	Rs. 30,000/-
Hardware	Rs. 1,50,000/-

B. PLACE OF DELIVERY

The Supplier/Vendor/bidder shall deliver free of cost at Judicial Complex, Charsadda the items detailed in this document, the list and Quantities of the goods detailed herein and the goods shall be delivered in due time.

D. VARIATIONS / REPEAT ORDERS

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

E. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc. at Judicial Complex, Charsadda.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 10 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

F. PACKAGING

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights

- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PERFORMANCE BANK GUARANTEE

Successful bidders shall furnish a Performance Bank Guarantee of 10% of value of Purchase Order/Tender price/Contract provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

FORFEITURE OF PERFORMANCE BANK GUARANTEE

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

H. PAYMENT CLAUSE

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

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

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

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

The suppliers shall appoint a focal person well qualified who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization).

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

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

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

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

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

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

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

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

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

J. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules 2014.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

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

K. INDEMNITY

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

L. SUB-LETTING CONTRACT

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

M. BRIBES COMMISSION ETC.

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

N. TERMINATION End of Services

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

Termination by the Client

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

Termination by the Supplier

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

the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

O. FORCE MAJEURE

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

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

P. APPLICABLE LAWS

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

Q. CONTRACT AMENDMENT

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

R. NOTICES

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

To: Procuring Entity: District & Sessions Judge, Charsadda at Judicial Complex,
Mardan Road Charsadda

To: The Supplier: at the address the supplier/bidder mentions in documents

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

S. QUALIFICATION CRITERIA

Following are the qualification criteria.

1. Bidders should be registered entities with the Government (Applicable Authorities)
2. The Bidder shall be an original manufacturer/ authorized distributor/ supplier.
3. The Bidder should be on the Active Taxpayer List (ATL) of Federal Board of Revenue (FBR), and shall Carry a National Tax Number (NTN, or a CBR Tax Exemption

1. Certificate)
2. Sales tax certificate (where required)
3. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years);
4. Should demonstrate similar experience for at least 3 years.
5. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial government.