



DISTRICT & SESSIONS COURT MARDAN

TENDER NOTICE

Sealed tenders are invited from the original manufacturers / authorized distributors / Resellers registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers list of the Federal Board of Revenue, for supply of a certain photo copier machine.

1. Pre-bid meeting shall be held on 29 / 05 / 2021 from 11:00 a.m. to 12:00 p.m.
2. Last date for submission of bids is 05 / 06 / 2021 at 11:00 a.m.
3. Technical bids shall be opened on 05 / 06 / 2021 at 11:30 a.m.
4. Bidding documents, containing detailed terms & conditions can be downloaded from the websites of this Court i.e. (www.mardandc.peshawarhighcourt.gov.pk/public/app) and of Khyber Pakhtunkhwa Public Procurement Regularity Authority (KPPRA) (www.kppra.gov.pk).


(Dr. Khurshid Iqbal)
District & Sessions Judge
Mardan
Ph. 0937-9230202

TENDER SOLICITATION DOCUMENT

PROCUREMENT OF PLANT & MACHINERY ITEMS



District & Sessions Court, Mardan Khyber Pakhtunkhwa

The Mall Road Mardan.

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URL: mardandc.peshawarhighcourt.gov.pk/public/app

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1. Invitation to Bid

1.1 KPPRA Rules to be followed

KP Public Procurement Rules, 2014 will be strictly followed. These may be obtained from KPPRA's website:

<http://www.kppra.gov.pk>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the KP Public Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1), this Bid is being placed online at PPRAs website.

As per Rule 12(2), this Bid is also placed online at the website of the District and Sessions Court, Mardan (here after referred to as the "the Purchaser") i.e.

<https://www.mardandc.peshawarhighcourt.gov.pk/public/app>

The bidding document carrying all details can be downloaded from the said websites.

1.3 Type of Open Competitive Bidding

As per Rule 36(b), Single Stage - Two Envelope Bidding Procedure shall be followed.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Earnest Money equivalent to 2% of the total bid price in shape of pay order / bank draft, as part of financial bid in favor of "**District & Sessions Judge, Mardan**". The complete bids as per requirements under this bid document, must be dropped in the drop box kept in the *Office of the District and Sessions Judge, Mardan* not later than **11:00 am** on last date of submission of bids i.e. 05 / 06 / 2021. Late bids shall not be considered.

TERMS AND CONDITIONS OF THE BID

3. Bid Scope

3.1 The Purchaser invites Proposals (hereinafter referred to as "the Bids") for supply of Hardware, I.T. Equipment, Plant & Machinery and Stationery items (hereinafter referred to as "the Goods") and installation, configuration, deployment, testing, training and after-sale support of said Goods (hereinafter referred to as "the Services").

3.2 The equipment will be delivered at the Office of the District & Sessions Judge, Mardan.

4. Bid Eligibility/Qualification Criteria

4.1 The bidders shall have registered/incorporated company/firm in Pakistan with relevant business experience of at least 3 years as on June, 2021,

4.2 must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial position and are active return filer, can participate);

4.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);

4.4 must be involved in sales or supply business of these items for at least 3 years,

4.5 has not been blacklisted by any Provincial or Federal Government

Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking to this effect on legal stamp paper is mandatory),

- 4.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 4.7 has office at Islamabad/Peshawar/Mardan.

Note: Verifiable documentary proof for all above conditions is a mandatory requirement, noncompliance will lead to disqualification.

5. Bid Cost

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 for those expenses.

6. Joint Venture / Consortium

Joint venture / Consortium are not eligible for this bid.

7. Amendment of the Bid Document

The Purchase Committee of Purchaser may, at its exclusive discretion, amend the Bid Document to extend the deadline for the submission of the Bid as per Rule-27 of KP Public Procurement Rules, 2014.

8. Preparation / Submission of Bid

8.1 The Bid shall be filed accompanied by the prescribed Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

8.2 The Bid shall be in two parts i.e. the technical proposal and the financial proposal. Technical Proposal shall comprise the following, **without quoting the price:**

8.3 Technical Proposal Form (**Annexure-B**)

8.3.1 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)

8.3.2 Undertaking (All terms & conditions and qualifications listed anywhere in this bid document have been satisfactorily vetted). (**Annexure-F**)

8.3.3 Technical Brochures / Literature

8.3.4 Details of Warranty and After-Sale Service

8.3.5 Submission of undertaking on legal, valid and attested stamp paper that:-

- a). the quoted Goods are genuine, brand new, non- refurbished, unaltered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials;
- b). the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization, autonomous body or Private Sector Organization anywhere in Pakistan.
- c). the firm will fully comply with execution schedule and Delivery

- Period mentioned in bid document
- 8.3.6 Financial Capacity as per Annexure-I.
- 8.3.7 Valid Registration Certificate for Income Tax & Sales Tax
- 8.4 The Financial Proposal shall comprise the following:
- 8.4.1 Financial Proposal Form (**Annexure-C**).
- 8.4.2 Price Schedule (**Annexure-D**).
- 8.4.3 2% Earnest Money of the total bid price (**Annexure-G**).
- 8.5 The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:
- Original Technical bid for
"Procurement of Hardware, I.T Equipment's, Plant & Machinery and Stationary items"
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]
- 8.6 The Bidder shall follow the same process for the Financial Bid.
- 8.7 The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:
- Original Bid for
"Procurement of Hardware, I.T Equipment's, Plant & Machinery and Stationary items"
District & Sessions Judge, Chairman Purchase
Committee, District and Sessions Court, Mardan.
[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]
- 8.8 The Bid shall be dropped in drop box kept in the Office of the District & Sessions Judge, Mardan, not later than **11:00 am** on last date of submission of bids i.e. 05 / 06 / 2021. No late bid shall be accepted.
- 8.9 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder.
- 8.10 Pre-bid meeting shall be held on 29 / 05 / 2021 from **11:00 am to 12:00 pm** in which all the expected queries from the bidders shall be responded. All the bidders shall submit their queries in typed form to the IT-Section.

9. Bid Price

- 9.1 The quoted price for each model shall be in Pak Rupees only;
- 9.2 shall be best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 9.3 shall be inclusive of all taxes, duties, levies, insurance, freight, etc.;
- 9.4 shall be included all charges up to the delivery point i.e. Mardan.
- 9.5 If not specifically mentioned in the Bid(s), it shall be presumed that the quoted price is as per the above requirements.

10. Earnest Money

- 10.1. The Bidder shall furnish the Earnest Money:
 - 10.1.1.1. for a sum equivalent to 2% of the total price;
 - 10.1.1.2. denominated in Pak Rupees;
 - 10.1.1.3. Part of financial bid envelope, failing which will cause rejection of bid.
 - 10.1.1.4. have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid or until furnishing of the Performance Security, whichever is later.
 - 10.1.1.5. Bid security of successful bidders will be returned on their request, after signing of the contract and furnishing of 10% of Bid amount as performance guarantee.
- 10.2. The Earnest Money shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
 - If the Bidder withdraws the Bid during the period of the Bid validity;
 - If the Bidder does not accept the corrections of his Total Bid Price;
 - or
 - If the Bidder, having been notified of the acceptance of the Bid by the Purchaser during the period of the Bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bid Document.

11. Bid Validity

The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid. The Purchase Committee of 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 Earnest Money shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Earnest Money.

12. Modification / Withdrawal of the Bid

- 12.1 The Bidder may, by written notice served on the Chairman, Purchase Committee, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bid.
- 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.

13. Opening of the Bid

- 13.1 The Bids (Technical Bids only) shall be publicly opened in the Conference Room, District and Sessions Court, Mardan by the Purchase Committee at **11:30 am** on 05 / 06 / 2021 in the presence of the Bidder(s) for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 13.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 13.3 No bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during bid opening meeting at given time and location.

14. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A bidder quoted the item(s) which fulfil(s) the technical specification, based on conditions listed in this document, not meeting the 70% pass marks aggregative in experience & technical staff will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation. The Technical proposals shall be evaluated in the light of following evaluation criteria:

Category	Description	Points
Legal (Mandatory)	Valid Income Tax Registration	Mandatory
	Valid general sales tax registration (Status = Active with FBR)	
	Submission of undertaking on legal, valid and attested stamp paper that:- a). the quoted Goods are genuine, brand new, non- refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials; b). the firm is not blacklisted by any of Federal or Provincial Govt. Department, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;	

	c). the firm will fully comply with execution schedule and Delivery Period mentioned in bid document		
	Compliance to the technical specifications of hardware to be procured mentioned vide Annex-A of this document		
Experience	Supply, Installation and After Sale Service of similar equipment (i.e. Hardware, I.T. Equipment, Plant & Machinery and Stationery items) (Max Points 100)	1-2 years	35 Points
		3-5 years	50 Points
		5-10 years	75 Points
		Above 10 years	100 Points
Technical Staff	Number of Technical employees (Max Points 100)	1 to 2	35 Points
		3 to 5	50 Points
		6 to 8	75 Points
		More than 8	100 Points

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

15. FINANCIAL PROPOSAL EVALUATION

- 15.1 Technically qualified/successful bidder(s) shall be informed telephonically for opening of the Financial Proposal(s). The Financial Proposals will be opened in the Conference Room, District and Sessions Court, Mardan in the presence of the Bidders or their authorized representatives.
- 15.2 Financial Proposal evaluation will be conducted under the KP Public Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 15.3 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 15.4 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 15.5 In evaluation of the price of goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

- 15.6 The purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes.

16. Rejection / Acceptance of the Bid

- 16.1 The Purchase Committee may reject all bids or proposals at any time prior to the acceptance of a bid.
- 16.2 The Bid shall be rejected if:
- 16.2.1 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents /or by other than specified mode; or
 - 16.2.2 incomplete, partial, conditional, alternative, late; or
 - 16.2.3 Earnest money is not submitted; or
 - 16.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 16.2.5 the Bidder refuses to accept the corrected Total Bid Price; or
 - 16.2.6 the Bidder has conflict of interest with the Purchaser; or
 - 16.2.7 the Bidder tries to influence the Bid evaluation / Contract award; or
 - 16.2.8 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
 - 16.2.9 the Bidder fails to meet all the requirements of Bid Eligibility / Qualification Criteria (Clause-4);
 - 16.2.10 the Bidder fails to meet the evaluation criteria requirements (Clause-14&15);
 - 16.2.11 the Bidder has been blacklisted by any public or private sector organization;
 - 16.2.12 the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
 - 16.2.13 the Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
 - 16.2.14 the Bidder submits any financial conditions as part of its bid which are not in conformity with bid document.
 - 16.2.15 Submitted without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

17. Award Criteria

- 17.1 At first step, eligible bidder(s) as per clause-4 (Bid Eligibility) of this bid document fulfilling the qualification and technical evaluation criteria will stand technically qualified.
- 17.2 At second step, technically qualified and successful bidder(s) 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 codal formalities, irrespective of their score in the previous step.

18. Purchase Order

Purchase Order to the successful Bidder will be issued after approval of the Competent Authority.

19. Performance Security

19.1 The successful Bidder/The Contractor shall furnish Performance Security within fourteen (14) days of the receipt of the Purchase Order, in the form of a Bank Guarantee or Banker Cheque, issued by a scheduled bank operating in Pakistan, as per the format provided in the Bid Document; for a sum equivalent to 10% of the contract value; denominated in Pak Rupees; have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

19.2 The Performance Security shall be payable to the Office of the District & Sessions Judge, Mardan, if the Contractor commits a default under the Contract; fails to fulfill the obligations under the Contract or if violates any of the terms and conditions of the Contract.

19.3 No interest on the amount of performance guaranty / Banker Cheque shall be charged by Bidders.

20. Execution Schedule / Delivery

The Contractor shall deliver ordered Goods/ equipment within **Fifteen Days** from the issuance of Purchase Order. During project implementation and the warranty period, the Contractor shall provide maintenance, supply and procurement support necessary to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

21. Liquidated Damages

If the Contractor fails / delays in supply / 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, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods / the Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 20% of the Contract Price.

22. Goods & Services include Training

The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

23. Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals of the supplied Goods and other information pertaining to the performance of the Goods, in hard/ soft copy format, before the Goods are taken over by the Purchaser.

24. Checklist

Check the relevant option whether the document is attached.

- | | | |
|--|-----|----|
| <input type="radio"/> Technical Bid | Yes | No |
| <input type="radio"/> Financial Bid | Yes | No |
| <input type="radio"/> Each Page of the bid is signed and stamped | Yes | No |
| <input type="radio"/> Affidavit on the Stamp Paper is attached | Yes | No |
| <input type="radio"/> Earnest Money (2% of total quoted price) | Yes | No |

ANNEXURE-A

1. Photo Copier Machine

Laser, Duplex printing, 60 CPM, 8.5 seconds from ready mode, Up to 600x600x2 dpi (1200 dpi effective output) FastRes 600, FastRes 1200, Host-based printing), Heavy Duty Cartridge; **Other necessary equipment** (optional/Negotiable)

Note:

1. It will be responsibility of the successful bidder to Install, configure the items (as per requirements) & provide necessary training to the concerned staff of the Purchaser.
2. During warranty period of the above mentioned Items, it will be responsibility of the successful bidder to replace faulty part(s) with genuine new part(s) at his own expense.

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission
Form

[Location
, Date]

To

The District & Sessions Judge,
Chairman, Purchase Committee,
Mardan.

Dear Sir,

We, the undersigned, offer to provide the _ (insert title of assignment) _ in accordance with your request for Proposal/Bid Document No. _____ Dated _____ (insert date) and we are hereby submitting our Proposal, which includes the Technical Proposal sealed in envelope.

We undertake, if our Proposal is accepted, to supply of _____ related to the assignment.

We also confirm that the Government of Pakistan or any other department(s) has not declared us, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory Name of Firm
Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To

The District & Sessions Judge,
Chairman, Purchase Committee,
Mardan.

Dear Sir,

We, the undersigned, offer to provide the _____ (Insert title of assignment) in accordance with your request for Proposal No. _____ dated _____ (insert date) and our attached Financial Proposal is for the sum of Rs. _____ (Rupees _____) (insert amount in words and figures). This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan or any Provincial Govt. has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant. Date:

ANNEXURE-D

Price Schedule/ Financial Cost Sheet

Sr. No.	Item Description	(1) No of Units/ QTY	(2) Unit Rate (Excl. Taxes) Rs.	(3) Total Taxes	(4=2+3) Unit Rate (Incl. all Taxes) Rs.	(5=1x4) Total Cost (Incl. all Taxes) Rs
1						
Total Bid Price						X

Notes to Price Table:

- i. X will determine the total bid cost.
- ii. Hardware quoted must be legally imported in Pakistan after paying all taxes.
- iii. Standard Warranty for one (1) year after purchase of equipment

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

ANNEXURE-E

Format for Covering Letter

To,

The District & Sessions Judge,
Chairman, Purchase Committee,
Mardan.

Sub: Bid for Procurement of _____

Dear Sir,

- a) Having examined the bid document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprised in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchaser.
- c) We agree to abide by this proposal for the period of days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Purchaser) , incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract/ agreement.
- f) We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal

ANNEXURE-F

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 legal action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-G

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Bid Name. _____, Bid No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Bid Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this _____ day of 20_.

GUARANTOR

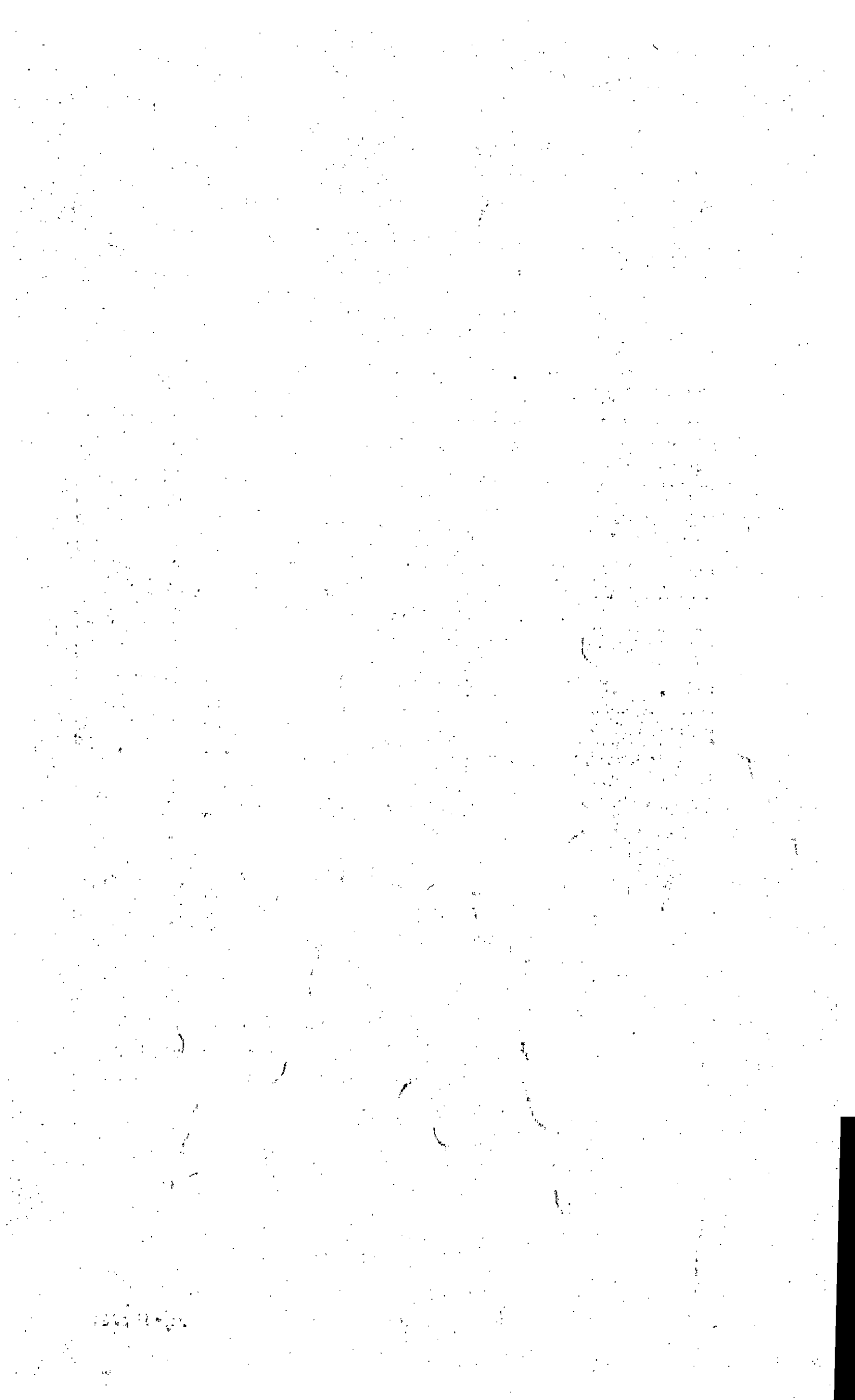
Signature _____

CNIC # _____

Name _____

Designation _____

Address _____



ANNEXURE-H

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees))		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Contract in PAK Rupees
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Authorized Signatures with Official Seal

PART-II

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

PROCUREMENT OF

[Name of Contractor]

Dated:

Contract

This CONTRACT AGREEMENT (this "Contract") made as of the __[day] of _____[month], _____[year], between **Purchaser** (the "Purchaser"), on the one part, and _____ [full legal name of Contractor], 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 has requested the Contractor to provide certain supply of Goods/Services as described in Bid Document; and
- (b) The Contractor, having represented to the Purchaser that it has the required professional skills, and 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 and provide the Services and to remedy defects / 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 or such other sum 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 and provision of the Services and remedying of defects / damage therein.
- 3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Bid Document
 - b. Bidder's Proposal
 - c. Terms and Conditions of the Contract
 - d. The Technical Specifications
 - e. Price Schedule
 - f. Affidavit
 - g. Authorized Dealership / Agency Certificate
 - h. Performance Security
- 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.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For [**Purchaser**]

For [_____]

WITNESSES:

Name _____

Name _____

Signature _____

Signature _____

CNIC # _____

CNIC # _____

General Conditions of Contract

1. Terms & conditions of Contract Form

Terms & condition laid down in contract/form are part & parcel of the Bid documents and shall be applied to successful bidder(s) under the Bid.

2. Contract

A contract will be signed between Purchaser and the successful Bidder.

3. Contract Duration or issuing of purchase order

The Contract duration shall be equal to warranty period of the equipment, starting from the date of delivery, installation, deployment & commissioning of all Goods/Equipment/Items till end of warranty period.

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.

5. Standards

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

6. Execution Schedule / Delivery

The Contractor shall deliver ordered Goods/ equipment within **Fifteen Days** from the issuance of Purchase Order. During project implementation and the warranty period, the Contractor shall provide maintenance, supply and procurement support necessary to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

7. Packing

The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be paid by the Contractor.

8. Installation and Implementation

The Contractor shall install and configure the supplied equipment as per requirement of Purchaser. A document stating step-by-step procedures for installation along-with all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling will also be provided by the Contractor to the Purchaser.

9. Inspection and Testing

The Purchaser may reject the Goods if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost.

10. Warranty

The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site. The Contractor shall warrant that the supplied Goods, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, shall have no defect. The Contractor shall also provide standard Manufacturer's warranty (hereinafter referred as Warranty Period), which will include free, on site repair (within 48 hours of intimation) / replacement of defective / damaged parts and labor, within two weeks.

11. Ownership of Goods and Replaced Components

Goods to be supplied, pursuant to the Contract, shall become the property of the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

12. Payment

The Contractor shall submit an Application for Payment. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, the Services provided and the Works done, up to the date of the Application for Payment. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through

cheque. Payment shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

13. Liquidated Damages

If the Contractor fails / delays in supply / 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, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Goods / the Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 20% of the Contract Price.

14. Blacklisting

If the Contractor fails / delays in 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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future bids in public sector, as per provision of KP Public Procurement Rules, 2014.

15. Forfeiture of Performance Security

The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

- i). If the Contractor commits a default under the Contract;
- ii). If the Contractor fails to fulfill any of the obligations under the Contract;
- iii). If the Contractor violates any of the terms and conditions of the Contract;
- iv). Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future bids as well.

16. Taxes and Duties

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

17. 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.

18. Training include in Goods & Services

The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

19. Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals of the supplied Goods and other information pertaining to the performance of the Goods, in hard/ soft copy format, before the Goods are taken over by the Purchaser.

**District & Sessions Judge
Mardan**