



## **District Judiciary**

Senior Civil Judge,

Abbottabad

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# **BID SOLICITATION DOCUMENTS FOR STATIONERY, FURNITURE AND FIXTURE, IT EQUIPMENT, PLANT & MACHINERY, HARDWARE, 2022-2023**

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

TENDER REFERANCE NO: 427

ISSUE DATE OF TENDER 18.05.2023

## **INVITATION FOR BIDS**

### **STATIONERY FURNITURE AND FIXTURE, IT EQUIPMENT, HARDWARE, PLANT & MACHINERY,**

Sealed bids are invited under One stage two envelopes from the original manufacturers/supplier active tax payers and registered under the Sales Tax Act listed with Sales and Income Tax Department, FBR, for the procurement/Purchase of Stationery Furniture and Fixture IT Equipment's and Computer Hardware for the Courts of Senior Civil Judge Abbottabad.

The bids should accompany Earnest Money/Bid Security of 2% of the quoted value (refundable) in the shape of Bank Draft/Pay Order (only) in favor of the Senior Civil Judge, Abbottabad, Khyber-Pakhtunkhwa. 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 05.06.2023 at 10:00 AM

Technical bids will be opened on the same day at 11:30 AM, Whereas financials bids will be opened on 05.06.2022 in the presence of bidder or their representatives. In the office of the Additional District and Sessions Judge-VII, Abbottabad.

Complete Bidding Documents including terms and conditions, specification of items by the interested bidders may be downloaded from <https://abbottabaddc.peshawarhighcourt.gov.pk/public/app> or may be obtained from the office of the Senior Civil Judge, Abbottabad 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 Abbottabad.

Additional District & Sessions Judge-VII, Abbottabad  
Chairman Procurement Committee,  
District Judiciary, Abbottabad  
Ph: 0992-921054

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## **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 Senior Civil Judge, Abbottabad through email/fax or registered post or email at [civilnazirscjad4020@gmail.com](mailto:civilnazirscjad4020@gmail.com), 0992-921054 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 fulfilling 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 on site free 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.

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

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

(j) 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 as per section 1.3. 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, Networking/installation, after sale services 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.

(i) The bidders are required to visit the site for complete survey of the required task, prior to submitting their bids. This will be considered while evaluating their bids.

### **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 favor of the Senior Civil Judge, Abbottabad. 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 finishes 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 of (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 officers concerned 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 Senior Civil Judge, Abbottabad 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 Senior Civil Judge, Abbottabad. 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 Senior Civil Judge, Abbottabad 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. If a tax is not mentioned, then the offered price will be considered as inclusive of all prevailing /applicable 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 Abbottabad in its discretion may consider appropriate, will be announced at the time of bid opening.

3.4 A substantially responsive bid is one who confirms 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 three days (03) days prior to the award of contract.

3.8 Chairman, Procurement Committee, District Judiciary Abbottabad may waive of 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:**

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

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

3.13 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.

3.14 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.

3.15 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.



3.16 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)**

##### **Supply of Goods and Services**

- a) Goods shall be delivered and installed at Senior Civil Judge, Abbottabad 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/Additional District & Sessions Judge-VII, Abbottabad, 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).

##### **4.1 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. (not the date of delivery of 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. Likewise, on site free after sale services will be offered by the Bidder during the warranty/after sales services period.
- d) The Bidder shall provide the services of maintenance within 72 hours after filing of a complaint by the Chairman, Procurement Committee, District Judiciary Abbottabad

#### **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 three (03) 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.

Where, any Bidder feeling aggrieved may lodge a written complaint not later than three (03) 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 Senior Civil Judge, Abbottabad**

- a) The Chairman, Procurement Committee Abbottabad, 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 by the Procurement committee, Abbottabad 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 Pperiod of bid validity, the Procurement committee, Abbottabad 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 Abbottabad notifies the successful Bidder that its bid has been accepted, it 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 Abbottabad, within three (3) days of the receipt of the said Contract Form.  
**Performance Guarantee:** The successful bidder shall be bound to provide performance guarantee up to 08% of the bid value.

#### 7: BIDDING DATA FORM

1	Brief description of work:	IT EQUIPMENT, HARDWARE, PLANT & MACHINERY.
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:	05.06.2023 at 10:00 AM
4	Address for submission and opening of bid:	Office of Senior Civil Judge, Admn, Abbottabad.
5	(Time and date of Technical Bid opening:	the technical bid will be opened on the 05.06.2023 at 10:00 AM, Whereas financials bids will be opened on 05.06.2023 in the presence of bidder or their representatives.
6	Validity of bid:	Ninety (90) days from the date of bid opening.
7	Value of Earnest Money/Bid Security	Two percent (2%) of the quoted value in the shape of Bank Draft/Pay Order (only).
8	Validity of Earnest Money/Bid Security	Sixty (60) days from the bid opening.
9	Timeframe for completion:	The successful Bidder shall be bound to supply the Goods at the Office of Senior Civil Judge, Admn Abbottabad a period as specified in the Schedule of Requirement Form i.e. (1) One week.
10	Performance Guarantee	Eight percent (08%) of the bid price in the form of a bank guarantee, which shall be retained till the expiry of the warranty period.
11	Warranty period:	Minimum three years & Maximum specified in tender documents against each item.

#### 8. BID FORM

Tender Reference No. \_\_\_\_\_

Bid Reference No. \_\_\_\_\_

To:

Chairman, Procurement Committee,  
 District Judiciary Abbottabad

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 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 08 of the Bidding Data Form.

(4) We undertake to deliver and complete the supply and 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: \_\_\_\_\_ 2023, Signature: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_