



**THE PESHAWAR HIGH COURT,  
D.I.KHAN BENCH**

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**NOTICE INVITING TENDER**

Sealed tenders are invited from the well-reputed Firms/ Suppliers/ Manufacturers, registered with Income Tax and Sales Tax Departments, who are on Active Taxpayers List of the Federal Board of Revenue, having valid NTN and fulfilling the eligibility criteria per the KPPRA Act, 2012, for supply of **Furniture & Fixture Items** for this Bench.

1. Last date for submission of bids completed in all respects, is **06.06.2022 at 12:00 a.m.**
2. Bids shall be opened on **06.06.2022 at 12:30 p.m** by the Procurement Committee in presence of the bidders or their representatives, who may choose to attend.
3. Bid Solicitation Documents, containing detailed of the Items and terms & conditions, can be obtained from the office of undersigned during office hours and may also downloaded from websites of this Court i.e. [Tenders \(peshawarhighcourt.gov.pk\)](http://Tenders.peshawarhighcourt.gov.pk) and of Khyber Pakhtunkhwa Public Procurement Regularity Authority (KPPRA) i.e. [www.kppra.gov.pk](http://www.kppra.gov.pk); and further detailed description can be secured from this office through email [phcdikhanbench@yahoo.com](mailto:phcdikhanbench@yahoo.com).
4. Bidders are required to submit Bid Security @ 2% of their quoted price in the shape of Call Deposit/Bank Guarantee along with their bids in the name of Additional Registrar, Peshawar High Court, D.I.Khan Bench.
5. The bid submitted after due date/time, incomplete in any respect or without call deposit shall not be considered.
6. The Competent Authority reserves the right to reject all or any of the bid(s) for a plausible reason under the KPPRA Rules.

**ADDITIONAL REGISTRAR**  
**Chairman, Procurement Committee**  
**Peshawar High Court, D.I.Khan Bench.**

Ph. 0966-920225

E-mail: [phcdikbench@yahoo.com](mailto:phcdikbench@yahoo.com)

# **TENDER SOLICITATION DOCUMENT**

## **PROCUREMENT OF FURNITURE AND FIXTURE ITEMS**

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**OFFICE OF THE PESHAWAR HIGH COURT,  
D.I.KHAN BENCH  
Khyber Pakhtunkhwa**

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## 1. Introduction

### 1.1 Source of Funds

Additional Registrar, Peshawar High Court, D.I.Khan Bench has received the funds from Worthy Peshawar High Court, Peshawar for the procurement.

1.2 The Fund referred above, in addition, shall “Public Fund”, which according to Rule 2(1) of the KPP Rules, 2014 means, the Provincial Consolidated Fund.

## 2. Invitation to Bid

### 2.1 KPPRA Rules to be followed

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 Public Procurement Rules, 2014.

### 2.2 Mode of Advertisement(s)

As per Rule 11(1), this Bid is being placed online at KPPRA's official website. As per Rule 11(2), this Bid is also placed online at the website of the Peshawar High Court, D.I.Khan Bench <[phcdikhanbench@yahoo.com](mailto:phcdikhanbench@yahoo.com)>; and shall also be published in One Urdu and One English Newspaper of Nation-wide circulation.

## 3. Type of Open Competitive Bidding

As per Rule 6(2)(a), Single Stage – One Envelope Bidding Procedure shall be followed.

## 4. Bidding Details (Instructions to Bidders)

4.1 All bids must be accompanied by Bid security equivalent to 2% of the total bid price in shape of bank draft/CDR, as part of financial bid in favor of “**Additional Registrar, Peshawar High Court, D.I.Khan Bench**”. The complete bids as per requirements under this bid document, must reach to the office of Additional Registrar, Peshawar High Court, D.I.Khan Bench not later than **12:00 pm** on the last date of submission of bids i.e. **06.06.2022**. Late bids shall not be considered.

4.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.

## Terms & Conditions of the Bid

## 5. Bid Scope

5.1 The Procuring Entity invites Proposals (hereinafter referred to as “the Bids”) for supply of **Furniture 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”).

**52** The Goods will be delivered at the office of **Additional Registrar, Peshawar High Court, D.I.Khan Bench.**

**6. Bid Eligibility/Qualification Criteria**

**61** The bidder shall

**6.1.1** be registered/incorporated company/firm in Pakistan must be registered with Tax Authorities as per prevailing latest tax rules.

**6.1.2** have valid Registration of General Sales Tax (GST) & National Tax Number (NTN);

**6.1.3** must be involved in sales or supply business of these items for at least one year,

**6.1.4** not be blacklisted by any Provincial or Federal Government Department, Entity, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;

**6.1.5** have office at Islamabad/ Peshawar/ D.I.Khan.

**62** The Bidder shall furnish, as part of its bid, the documents establishing the Bidder' eligibility to bid and its qualification to perform the contract, if its bid is accepted.

**7. Bid Cost**

The Bidder shall bear all costs / expenses associated with preparation and submission of the Bid(s) and the Procuring Entity shall in no case be responsible for those expenses irrespective of the conduct or outcome of the bidding process.

**8. Joint Venture / Consortium**

Joint venture / Consortium are eligible for this bid prior to bidding. However, collusion creating a cartel or any other collusion arrangement against the interest of Procuring Entity/Government is prohibited.

**9. Amendment of the Bid Document & Extension of closing date**

The Purchase Committee of Procuring Entity may, at its exclusive discretion, amend the Bid Document and to extend the deadline for submission of the Bid as per Rule 33 (7) of the Public Procurement Rules, 2014 read with Rules (9) & (10) of Section 23 of the KPPRA Act, 2012.

**10. Preparation / Submission of Bid**

**101** The Bid shall be filed strictly in accordance to the specifications and description of the solicited furniture items i.e. (Annexure-A) and may accompanied by the prescribed Forms, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc, if necessary, which shall be typed, completely filled in, stamped and signed by the Bidder. The bid shall consist of

**10.1.1** a detailed description of the essential technical and performance characteristics of the goods;

**10.1.2** a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Entity; and

**10.1.3** an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the

goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape. Bid not in conformity of required standard and specifications shall be rejected

**10.1.4** Submission of undertaking 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 (if applicable), and incorporate all recent improvements in design and materials;
- b). the firm is not blacklisted by any Provincial or Federal Government Department, Entity, 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.

**10.1.5** Valid Registration Certificate for Income Tax & Sales Tax.

**102** The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.

**10.2.1** The Bidder shall seal the Original Bid envelope duly marked as under:

**Original bid for “Procurement of Furniture & Fixture Items”**

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

[Email of the Bidder]

**Chairman Purchase Committee,**  
Office of Peshawar High Court, D.I.Khan Bench.  
Dera Ismail Khan

**10.2.2** The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

**10.2.3** Any interlineations, erasures, or overwriting shall be valid only if they are separately initialed by the person or persons signing the bid.

**11. Deadline for Submission of Bids**

**11.1** The Bid shall reach to the Office of **Peshawar High Court, D.I.Khan Bench, D.I.Khan** not later than **12:00 pm** on last date of submission of bids i.e. **06.06.2022**. No late bid shall be accepted.

**11.2** 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.

## **12. Bid Price**

The quoted price for each item/model

- 121** shall be in Pak Rupees only;
- 122** shall be best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 123** shall be inclusive of all taxes, duties, levies, insurance, freight etc.;
- 124** shall be included all charges up to the delivery point i.e. **Peshawar High Court, D.I.Khan Bench, D.I.Khan.**
- 125** If not specifically mentioned in the Bid(s), it shall be presumed that the quoted price is as per the above requirements.
- 126** The Procuring Entity will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes.

## **13. Earnest Money / Bid Security**

- 10.1. The Bidder shall furnish the Earnest Money:
  - 10.1.1.1. for a sum equivalent to 2% of the total quoted price;
  - 10.1.1.2. denominated in Pak Rupees;
  - 10.1.1.3. 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.
  - 10.1.1.4. 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. Bid security of the unsuccessful bidders will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Entity.
- 10.3. The Earnest Money shall be forfeited by the Procuring Entity, 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 Procuring Entity during the period of the Bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bid Document.

## **14. 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 Procuring Entity, in exceptional circumstance, 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.

## **15. Modification / Withdrawal of the Bid**

- 151** 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.

- 152** 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.

## **16. Opening of the Bid**

- 161** The Bids shall be publicly opened in the Office of the Peshawar High Court, D.I.Khan Bench by the Purchase Committee at **12:30 pm** on **06.06.2022** in the presence of the Bidder(s)/representatives 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 Procuring Entity, the last date for submission of the bids shall be the next working day.
- 162** The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Procuring Entity may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 163** 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.
- 164** During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted

## **17. Preliminary Examination**

- 171** The Procuring Entity 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.
- 172** Arithmetical errors will be rectified on the following basis.
- 173** If there is a discrepancy between the unit price and the 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 the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 174** The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 175** Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, and Taxes and Duties, will be deemed to be a material deviation. The



Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 176** If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **18. Evaluation and Comparison of Bids**

- 181** The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to the prescribed terms and conditions.
- 182** The Procuring Entity's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors as specified in the Bid Data Sheet:
- 18.2.1** incidental costs
  - 18.2.2** delivery schedule offered in the bid;
  - 18.2.3** deviations in payment schedule from that specified in the Special Conditions of Contract;
  - 18.2.4** the cost of components, mandatory spare parts, and service;
  - 18.2.5** the availability Procuring Entity of spare parts and after-sales services for the equipment offered in the bid;
  - 18.2.6** the projected operating and maintenance costs during the life of the equipment;
  - 18.2.7** the performance and productivity of the equipment; and/or
  - 18.2.8** other specific criteria indicated in the Bid Documents; and/or
  - 18.2.9** in the Technical Specifications.

## **19. Rejection / Acceptance of the Bid**

- 191** The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action.
- 192** The Bid shall be rejected if:
- 19.2.1** submitted in other than the prescribed manner and the specified mode; or
  - 19.2.2** incomplete, partial, conditional, alternative, late or vague; or
  - 19.2.3** the earnest money is not submitted; or
  - 19.2.4** subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - 19.2.5** the Bidder refuses to accept the corrected Total Bid Price; or
  - 19.2.6** the Bidder has conflict of interest with the Procuring Entity; or
  - 19.2.7** the Bidder tries to influence the Bid evaluation / Contract award; or
  - 19.2.8** the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
  - 19.2.9** the Bidder fails to meet all the specified solicited required items as per **Annexure "A"**.
  - 19.2.10** the Bidder fails to meet the evaluation criteria requirements.
  - 19.2.11** the Bidder has been blacklisted by any public or private sector

organization;

- 19.2.12** the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 19.2.13** the Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 19.2.14** the Bidder submits any financial conditions as part of its bid which are not in conformity with bid document.
- 19.2.15** Submitted without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

## **20. Award Criteria**

As per this bid document, the substantially qualified and responsive bidders will be evaluated in the light of all Pre-Conditions, necessary requisites and the successful bidder whose bid will be considered as substantially responsive and will be determined on the lowest cost quoted/evaluated for the specified/ solicited items and the best standard/quality, as per the Rules and fulfilling all the codal formalities.

## **21. Procuring Entity's Right to Vary Quantities**

The Procuring Entity reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

## **22. Notification of Award**

- 221** Prior to expiration of period of bid validity, Procuring Entity will notify the successful Bidder in writing by registered letter or by cable to be confirmed in writing by registered letter that its bid has been accepted.
- 222** The notification of award will constitute the formation of the Contract.

## **23. Signing of Contract**

- 231** At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the successful Bidder shall furnish the Contract Form provided in the bidding documents, incorporating all agreements between the parties as contained in this Bid Document.
- 232** The successful bidder shall bear the cost of preparation of the Contract.
- 233** Within seven (07) days of award, the successful Bidder shall sign and date the contract and submit it to the Procuring Entity.

## **24. Purchase Order**

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

## **25. Performance Security**

- 251** The successful Bidder/Contractor shall furnish Performance Security at the time of receipt of the Purchase Order, in the form of a Bank Guarantee or Bank 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.

**252** The Performance Security shall be payable to the Office of **Additional Registrar, Peshawar High Court, D.I.Khan Bench**, 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.

**253** No interest on the amount of performance guarantee / Bank Cheque shall be charged by the bidders.

**254** Failure of the successful Bidder to comply with the requirement of this Bid Document shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity may make the award to the next lowest evaluated Bidder or call for new bids.

**26. Execution Schedule / Delivery**

The Contractor shall deliver ordered Goods/ items within **TWO MONTHS** from the issuance of Purchase Order. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

**27. 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 Procuring Entity 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 Procuring Entity, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 20% of the Contract Price.

**28. 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 Procuring Entity.

**ANNEXURE-A**

<b>Furniture &amp; Fixture Items</b>		
<b>S. #</b>	<b>Items</b>	<b>Quantity</b>
1	Bedroom Set, Double-bed King Size with side tables and Dressing, Wooden ( <i>Sheesham</i> ) with Matte/Lacquer Polish	6
2	Double Bed mattress (Spring), King, Supreme Quality	6
3	Double Bed Quilt, King Size	6
4	Bed Duvet/Quilt Cover Set (Summer), King Size	6
5	Bed Sheet (Color), Superior Cloth, King Size	12
6	Double Bed Sheet (White), Superior Cloth, King Size	12
7	Dining Tables ( <i>Sheesham</i> ), 06 Chairs with cushion seats	4
8	Sofa Set (7 seater), Full Cushion+Wood, Luxury/Superior imported Cloth & Foam, Latest/Modern Design (For Lounge)	3
9	Sofa Set (7 seater) Wooden & Cushion, Superior imported Cloth & Foam, Latest/Modern Design (Drawing Room)	3
10	Sofa-cum-Bed, Latest Design, Superior Cloth & Foam	6
11	Lawn Chairs (06) with Table (Set)	4
12	Wooden TV Racks/Wall-mount, Latest design	3
13	Dinning/Tea Trolley, Triple Storey, Wooden/Glass	4
14	Wooden Center Table Set with Glass Top; 4'x4'; 04 Coffee Tables	6
15	Victorian Chairs with Coffee Table ( <i>Sheehsam</i> ), Superior imported Cloth & Foam	3
16	Bedroom Couch, Wooden & Cushion, Superior Cloth, Modern Design	3
16	Blankets (Double), 2 PLY, Imported	6
17	Pillows (Polyester/Ball fiber)	12
18	Iron, Steam	3
19	Iron Stand (for pressing cloths)	3
20	<i>Charpai</i> (78x42.8) Iron ( For allied staff)	6
21	Study Tables: Executive, 3x6 Size, Wooden with Six Drawers	3
22	Executive Revolving Chairs (Recliner, Leather Cushion/wood)	4
23	Wall Mirror (60x28): Wooden ( <i>Sheesham</i> ), with two Drawers	6
24	Window Curtains (8'x12'), Latest design, Superior/Imported Cloth, Double, with accessories	20
25	Steel Benches, 3-Seater, Seat Cushion, 32 kg	20
26	Wooden Jafri/Screen (5x7)	4
27	Wooden Jafri (Divider), 4 Panels	2

**Note:**

During warranty period of the above mentioned Items, it will be responsibility of the successful bidder to replace faulty items/part(s) with genuine/new items/part(s) at his own expense.

**FORMS & OTHER REQUIRED DOCUMENTS**

**ANNEXURE-B**

**Bid/ Proposal  
Submission Form**

[Location, Dated]

To

**The Chairman,**  
Procurement Committee,  
Peshawar High Court, D.I.Khan Bench.

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, 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**

**Price Schedule/ Financial Cost Sheet**

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

Notes to Price Table:

- i. X will determine the total bid cost.
- ii. Standard Warranty for one (03) year after purchase of items.

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-D**  
**Format for Covering Letter**

To,  
The Chairman,  
Procurement Committee,  
Office of the Peshawar High Court, D.I.Khan Bench.

**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 Procuring Entity.
- 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 Procuring Entity)\_, 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-E**

**UNDERTAKING**

It is certified that all the information and data furnished herein along with the bid 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 \_\_\_\_\_ 2022

Signature \_\_\_\_\_

(Company Seal) \_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:



**ANNEXURE-F**

**PERFORMANCE SECURITY**

**Issuing Authority:** \_\_\_\_\_

**Date of Issuance:** \_\_\_\_\_

**Date of Expiry:** \_\_\_\_\_

**Claim Lodgment 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, after receipt of the Acceptance Letter (Letter of Acceptance) from the Procuring Entity, 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 Procuring Entity, for the sum of PKR (in figures \_\_\_\_\_): (in words \_\_\_\_\_ and undertakes to pay to the Procuring Entity, 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatures with Official Seal

**PART-II**

**TERMS & CONDITIONS OF THE CONTRACT**

**Contract Title:**

**PROCUREMENT OF**

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**[Name of Contractor]**

**Dated:**

## CONTRACT

This CONTRACT AGREEMENT (the Contract) made as of the \_\_\_\_\_[Day] of [Month], [Year], between **Procuring Entity** (the Procuring Entity), on the one part, and \_\_\_\_\_[full legal name of Contractor], on the other part severally liable to the Procuring Entity 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 Procuring Entity has requested the Contractor to provide certain supply of Goods/Services as described in the Bid Document; and
- (b) The Contractor, having represented to the Procuring Entity that it has the required professional skills/competence, and personnel and technical resources, has agreed to supply such Goods/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 Procuring Entity 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 Procuring Entity to the Contractor.
2. The Procuring Entity 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 / Entity 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 [Procuring Entity]

For[Contractor]

### Witnesses

Name \_\_\_\_\_

Name: \_\_\_\_\_

CNIC # \_\_\_\_\_

CNIC # \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## Terms & 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 the successful bidder(s) under the Bid.

**2. Contract**

A contract will be signed between Procuring Entity and the successful Bidder for the subject procurement.

**3. Contract Duration or Issuing of Purchase Order**

The Contract duration shall be equal to warranty period of the Goods, 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 Procuring Entity, 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 and design.

**6. Patent Rights**

The successful bidder shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Entity's country

**7. Performance Security**

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Entity the performance security in the amount specified in bid documents.
- 7.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring Entity; or b. a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring Entity and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the Bid Documents.

## **8. Inspections, Tests, Kind and Design**

- 8.1 The Procuring Entity or its representative(s) shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity.
- 8.2 Design of any furniture and fixture item and kind/nature/colour of cloths/material involved shall be finalized in consultation with and at the choice of the Procuring Entity.
- 8.3 The Technical Specifications shall specify what inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.4 The inspections and tests may be conducted on the premises of the Contractor, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Contractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 8.5 Should any inspected or tested Goods fail to conform to the specifications, the Procuring Entity may reject the Goods, and the Contractor shall either replace the rejected Goods or make appropriate alterations necessary to meet specification requirements free of cost to the Procuring Entity.

## **9. Execution Schedule / Delivery**

The Contractor shall deliver ordered Goods/ Furniture items within **Two Months** from issuance of the Purchase Order. During the 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.

## **10. Insurance**

The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is Contractor' responsibility

## **11. Packaging**

- 11.1 The Contractor shall provide such suitable packing of the Goods, as prescribed by the Rules in such a manner as is sufficient to prevent their damage or deterioration during handling/ storage / transit to their final destination as indicated in the Contract.
- 11.2 Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.
- 11.3 Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.
- 11.4 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.

## **12. 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.

**13. Ownership of Goods and Replaced Components**

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

**14. Payment**

The Contractor shall submit an Application for Payment. The Application for Payment shall be accompanied by such manually signed invoices, receipts or other documentary evidence in triplicate; stating description of the Purchase Order, 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 and the Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring Entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement, Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable), National Tax Number, Sales Tax Registration Number, Bank Account Number and Branch Code. The Payment shall not be made in advance and against partial deliveries. The Procuring Entity 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.

**15. 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 Procuring Entity 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 Procuring Entity, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in aggregate, 20% of the Contract Price.

**16. 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 Procuring Entity 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 the KPPRA Rules and Act.

**17. Forfeiture of Performance Security**

The Performance Security shall be forfeited by the Procuring Entity, 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.

**18. 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.

**19. Indemnity**

The contractor/Contractor 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 Contractor of the same and the Contractor shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

**20. Sub-letting Contract**

The Contractor/Contractor shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of subletting 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 Contractor account and risk and the Contractor shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

**21. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Entity 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.

**22. 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 Procuring Entity.

**23. Applicable Laws**

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

**24. 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.

**Additional Registrar,  
Peshawar High Court,  
D.I.Khan Bench**