

**STANDARD BIDDING DOCUMENT
FOR PROCUREMENT OF FURNITURE & FIXTURE,
IT EQUIPMENTS & MACHINERY ITEMS
(YEAR 2017 - 18)**



**GOVERNEMENT OF THE
PUNJAB**

Office of the District Public Prosecutor, Sialkot

*Standard Bidding Document – Purchase of Different Store Items
for The Year 2017-18*

*Government of the Punjab,
Office of the District Public Prosecutor, Sialkot*

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Important Note:

Bidders must ensure that they have submitted all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website <http://ppra.punjab.gov.pk> In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of the Purchaser. The bidding document carrying all details can be downloaded from PGP's website <http://www.pg.punjab.gov.pk> and from PPRA's website www.ppra.punjab.gov.pk for information purpose only. All prospective bidders are required to register themselves with the Deputy Director (F&B), after payment or depositing an amount of **Rs.1,000/-** in account of `District Public Prosecutor. The deposit slip must accompany respective bid; otherwise the bid will stand rejected.

1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelopes Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) The bid shall be a single package consisting of two separate envelopes, containing separately The financial and the technical proposals;
- (ii) The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) The lowest evaluated bidder shall be awarded the contract.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security, as per provisions of this tender document

clause “Bid Security” of this document in favour of “**DISTRICT PUBLIC PROSECUTOR**”. The bids along with the Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box, placed in the office of the District Public Prosecutor, District & Session Courts Complex Sialkot on or before 01:00 PM on [23rd April, 2018]. The Technical bids shall be publicly opened in the same office at 02:00 PM on [23rd April, 2018] 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.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection / Acceptance of the Tender**” for making their bids substantially responsive to the requirements of the Bidding Document.

It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing socio-economic, political, and legal situation for the execution of contract. Purchaser shall not entertain any request for clarification from the Bidder regarding such aspects of submission of the Bid.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser. The purchaser reserves the right of inspection of supplied items at any place, bidder’s premises or at the desired / specified place.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Office of the District Public Prosecutor
Sialkot
Phone.052-9250582
District & Session Courts Complex Sialkot

Secondary Contact

Office of the District Public Prosecutor
Phone.0333-8262744
District & Session Courts Complex Sialkot

Bidders should note that all queries should be communicated in writing via the primary contact during the period from the receipt of the bid and until further notice from the Primary Contact. In case of urgency where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline,

mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE BID

3. Definitions

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 "**Authorized Representative**" means any representative appointed, from time to time, by the Purchaser or the Contractor.
- 3.3 "**Availability and Reliability**" means the probability that supplies shall be operationally ready to perform its function when called upon at any point in time.
- 3.4 "**Bidder/Tenderer**" means the interested Firm/Company/Supplier/Distributor/ individual / Association of Persons (AOP) that may provide or provides the I.T Equipments, Machinery and Furniture Items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.5 "**Commencement Date of the Contract**" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.6 "**Contract**" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.7 "**Contractor / Vendor**" means the Bidder whose Bid has been accepted and awarded Letter of Acceptance for a specific item followed by the Contract signed by the Purchaser.
- 3.8 "**Contract Price**" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.9 "**Defects Liability Expiry Certificate**" means the certificate to be issued by the purchaser to the Contractor, in accordance with the Contract.
- 3.10 "**Day**" means calendar day.
- 3.11 "**Defects Liability Period**" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.
- 3.12 "**Force Majeure**" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.13 "**Goods**" means I.T equipment / Machinery (Computers, UPS, printers, Scanners, & Photocopy machine, water dispenser, LED etc.) and Furniture & Fixture items which the Contractor is required to supply to the Purchaser under the Contract.
- 3.14 "**Person**" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.15 "**Prescribed**" means prescribed in the Tender Document.
- 3.16 "**Purchaser**" means the office of the District Public Prosecutor or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.17 "**Origin**" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.18 "**Services**" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is

required to provide to the Purchaser under the Contract.

- 3.19 **"Works"** means work to be done by the Contractor under the Contract.
- 3.20 **"Eligible"** is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Purchaser, the same shall be:
- 5.1.1 In writing;
- 5.1.2 Issued within reasonable time;
- 5.1.3 Served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

- 6.1 District Public Prosecutor (PGP), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply, of I.T equipment / Machinery (Computers, printers, Scanners, AC, Steno Set etc.) and Furniture & Fixture items (Hereinafter referred to as "the Goods") and for installation, configuration, deployment, commissioning, testing, after-sale support, of said Goods (hereinafter referred to as "the Services").

7. Tender Eligibility/Qualification Criteria

- 7.1 Eligible Bidder/Tenderer is a Bidder/Bidder who:
- 7.1.1 Has a registered/incorporated company/firm in Pakistan with minimum relevant business experience of one year till closing date.
- 7.1.2 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 strengths can participate);
- 7.1.3 Has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
- 7.1.4 Must be experienced in sales or supply business such as **"I.T equipment / Machinery (Computers, printers, Scanners, AC & Steno Set etc.) and Furniture & Fixture items"** equipment business.
- 7.1.5 Is authorized dealer/distributor.
- 7.1.6 Has not been blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- 7.1.7 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 7.1.8 Is provider of authorized Services or authorized dealer / agent of original manufacturer of Goods or provider of Services.
- 7.1.9 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.1.10 Goods and Services can only be supplied / sources / routed from "origin" in "eligible" member countries.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement.

8. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission

of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9. Joint Venture

Joint venture is not eligible for this tender.

10. Examination of the Tender Document

The Tenderer is deemed to have examined the Tender Document, including all instructions and terms and conditions.

11. Clarification of the Tender Document

The Bidder may require further information or clarification of the Bid Document in writing, within 02 (Two) calendar days from the issuance of tender. The clarification and its reply will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated in writing via Primary Contact and in writing. In urgency where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

12. Amendment of the Tender Document

12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend this standard bidding Document, on account of any reason. All amendment(s) shall be part of this standard bidding Document and binding on the Bidder(s).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

12-A No amendment will be permissible in the bid by the bidder / tenderer after its submission.

13. Preparation / Submission of Tender

13.1 The bidder is allowed to bid for any or all items.

13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English or urdu. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall be governed for the purpose of interpretation of the Tender.

13.3 The Tender shall be filed in / 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 Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.

13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal.

13.5 Technical Proposal shall be, **without quoting the price**. Quoting of price in technical bid shall liable to be rejected.

13.6 Technical Proposal Form shall be submitted along with following documents.

13.6.1 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have satisfactorily been examined)

13.6.2 All Bid Documents duly signed and stamped by authorized representative.

13.6.3 Authorized Certificate / document from the principal / manufacturer.

13.6.4 Evidence of eligibility of the Tenderer and the Goods

13.6.5 Certificate of conformity of the Goods / the Services to the Tender Document

13.6.6 Undertaking and evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most latest model, imported through proper channel, and incorporate all latest improvements in design and materials

13.6.7 Technical Brochures / Literature

13.6.8 Detail of Warranty and After-Sale Service of delivered goods at Sialkot and other cities in all over the Punjab.

13.6.9 Undertaking on legally valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of the Provincial or Federal

Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required

- 13.6.10 The Contractor's financial capacity to mobilize and sustain the Supply of goods is imperative. In the Proposal, the Bidder is required to provide information about its financial status. This requirement can be met by submission of income tax return for the last Three (03) years.
- 13.6.11 The statement must be signed by the authorized representative of the Bidder
- 13.6.12 Financial Capacity as per **Annex-K**.
- 13.6.13 Valid Registration Certificate for Income Tax & Sales Tax
- 13.6.14 Income Tax & Sales Tax Returns for the last three (3) tax years
- 13.6.15 Power of Attorney, if an authorized representative is appointed
- 13.6.16 Bid Security, as per provisions of the clause **Bid Security of this document (Annexure- I)**

13.7 The Financial Proposal shall comprise of following documents:-

- 13.7.1 Financial Proposal Form
- 13.7.2 Quoted Price detail list
- 13.8 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for

Tender Name. [Name of Tender]

Tender No. _____

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 13.9 The Tenderer shall follow the same process for the Financial Bid / Tender.

- 13.10 The Tenderer 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 Tender for

Tender Name. [Name of Tender]

Tender No. _____

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 13.11 The Tenderer shall also enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.12 The Tender shall be dropped in the prescribed Tender Box placed in the Purchaser's office, during office hours, up to due date and time.
- 13.13 This is made obligatory to affix authorized signatures with official seal on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

14. Tender Price

- 14.1 The quoted price shall be:
 - 14.1.1 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 14.1.2 In Pak Rupees;
 - 14.1.3 Inclusive of all taxes, duties, levies, insurance, freight, etc. except 17% GST if applicable as per format given in price schedule;
 - 14.1.4 Including all charges up to the delivery point as provided by procuring agency.
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.

15. Bid Security

- 15.1 The Tenderer shall furnish the Bid Security as under:
 - 15.1.1 For a sum equivalent to **05%** of the Total Tender **Estimated Price** mentioned against each item / category in price schedule in the form of Demand Draft / Pay Order / Call Deposit Receipt (CDR) / bank guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;
 - 15.1.2 Denominated in Pak Rupees;
 - 15.1.3 **As part of Technical bid envelope**, failing which will cause rejection of bid.
 - 15.1.4 Have a minimum validity period of Ninety (**90**) **days** from the last date for submission of the Tender or until furnishing of the Performance Guarantee, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
 - 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Guarantee, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Guarantee.

16. Tender Validity

The Tender shall have a minimum validity period of Ninety (**90**) **days** from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees for extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18. Opening of the Tender

- 18.1 Tenders (Technical Bids) shall be opened at 02:00 PM. On the last date of submission of bids i.e. [23rd April, 2018], in the presence of the Tenderer(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.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

19. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

20. Determination of Responsiveness of the Bid (Tender)

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
 - 20.1.1 Meets the eligibility criteria given herein this tender document/ the Goods ;
 - 20.1.2 Meets the Technical Specifications for the Goods against each item;
 - 20.1.3 Meets the delivery period / point for the Goods against each item;
 - 20.1.4 In compliance with the rate and limit of liquidated damages;
 - 20.1.5 Offers fixed price quotations for the Goods against each item;
 - 20.1.6 Is accompanied by the required Bid Security as part of technical bid envelope.
 - 20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope.
 - 20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
 - 20.1.9 Conforms to all terms and conditions of the Tender Document, without deviation or reservation.
- 20.2 A deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

21. Correction of errors / Amendment of Tender

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 21.1.1 If there is a difference between the amount in figures and the amount in words for the Total

Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

- 21.1.2 If there is a difference between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in such case the total price as quoted shall govern and the unit rate shall be corrected.
- 21.1.3 If there is a difference in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit 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.

PROVISION: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass marks, the Purchaser may decrease the Pass Marks limit to 60%. In other words, if TWO or more bidders exceed 70%, the Pass Marks will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

- 22.1 The technical evaluation criteria shall be as under:-

CRITERIA FOR TECHNICAL EVALUATION OF THE BIDDERS

| Category | Description | Points |
|------------------------------|--|-----------|
| Legal (Mandatory) | Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan | Mandatory |
| | Valid Income Tax Registration | Mandatory |
| | Valid General Sales Tax Registration | Mandatory |
| | Status of Active in (ATL) with FBR | Mandatory |
| | Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required on non-judicial stamp paper worth of Rs.100/-. | Mandatory |
| | Compliance to the technical specifications of goods (all items) to be procured mentioned vide (Annexure-A) of this document. | Mandatory |
| | Full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must). | Mandatory |

| | | |
|--|--|-----------|
| | In case of Authorized Dealer, Certificate of authorization | Mandatory |
|--|--|-----------|

EVALUATION CRITERIA

| Sr. # | Parameter | Slabs | Marks |
|----------|--|---|-----------------|
| 1 | Business Volume | | |
| a. | Annual Turnover (Average of Last 2-Years) Rs. In Million | Above 05 Above 03 & upto 05 02 to 03 | 100 85 70 |
| b. | Annual Sales of Furniture Items (Average of last 2-Years) Rs. In Million | Above 3.6 Above 2.5 & upto 3.6 1.5 to 2.5 | 100 85 70 |
| 2 | Relevant Experience | | |
| a. | Number of years since establishment | Above 03 Above 02 & upto 03 01 to 02 | 100 85 70 |
| b. | Execution of similar projects valuing more than Rs. 50.00 million | Above 03 Above 02 & upto 03 01 to 02 | 100 85 70 |
| 3 | Income Tax Returns | 03 Years 02 Years 01 Year | 100 85 70 |
| 4 | Wood Seasoning capacity (In cubic foot) only for furniture items | 151 & above 101 to 150 50 to 100 | 100 85 70 |

TECHNICAL PROPOSAL

Please mention the figure / information in the respective column of “**Figure**”

| Sr. # | Parameter | Figure (To be Filled by Bidder) | Marks (To be filled by Purchaser) |
|---------------|--|------------------------------------|--------------------------------------|
| 1 | Business Volume | | |
| a. | Annual Turnover (Average of Last 3-Years) Rs. In Million | | |
| b. | Annual Sales of Furniture Items (Average of last 3-Years) Rs. In Million | | |
| 2 | Relevant Experience | | |
| a. | Number of years since establishment | | |
| b. | Execution of similar projects valuing more than Rs. 50.00 million | | |
| 3 | Income Tax Returns | | |
| 4 | Wood Seasoning capacity (In cubic foot) only for furniture items | | |
| Total: | | | |

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.

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.

23. FINANCIAL PROPOSAL EVALUATION

- 23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each item shall be allowed to take part in the Financial Proposal(s) opening against their relevant item(s).
- 23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc except 17% GST. 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.
- 23.2.1 In cases of difference between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 23.2.2 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.;
- 23.2.3 In evaluation of the price of articles/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 except 17% GST and any other.
- 23.2.4 Delivery Expenditures should be included in offered rates as per delivery schedule provided by the purchaser at Sialkot or any other city of the Punjab.
- 23.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions. The Purchaser may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 Substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 Submitted in other than prescribed forms, annexures, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
- 24.2.4 Subject to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.5 The tenderer refuses to accept the corrected total tender price; or
- 24.2.6 The tenderer has conflict of interest with the purchaser; or
- 24.2.7 The tenderer tries to influence the tender evaluation / contract award; or

- 24.2.8 The tenderer engages in corrupt or fraudulent practices in competing for the contract award;
- 24.2.9 The tenderer fails to meet all the requirements of tender eligibility / qualification criteria (clause-7);
- 24.2.10 The tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.11 The tenderer has been blacklisted by any public or private sector organization;
- 24.2.12 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and government rules and regulations.
- 24.2.13 There is any discrepancy between bidding documents and bidder's proposal i.e. Any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.14 The tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

25. Award Criteria

- 25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 of Tender Eligibility of this tender document fulfilling the qualification and technical evaluation criteria against each item will stand technically qualified.
- 25.2. At second step, technically qualified and successful bidder(s)/tenderer(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 against each item, irrespective of their score in the previous step.
- 25.3. The successful bidder shall be bound to get approved a "SAMPLE" of each furniture & fixture item as per specifications provided in the bid document by competent authority.

26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue an Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports or after redressal of grievance (if any) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract against each item.

27. Performance Guarantee

- 27.1 The successful Tenderer/The Contractor shall furnish Performance guarantee as under:
 - 27.1.1 Within three (03) days of the receipt of the Acceptance Letter from the Purchaser;
 - 27.1.2 In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
 - 27.1.3 For a sum equivalent to 10% of the contract value;
 - 27.1.4 Denominated in Pak Rupees;
 - 27.1.5 Have a minimum validity period until the date of expiry of warranty period i.e. **01 Year** support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance guarantee shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance guarantee shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
 - 27.2.1 If the Contractor commits a default under the Contract;
 - 27.2.2 If the Contractor fails to fulfill any obligation under the Contract;
 - 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance guarantee to be extended for such period(s) as the contract performance may be extended. The Performance Guarantee shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance Guarantee in shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till the end of validity of said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

28. Schedule of Delivery

- 28.1 The delivery period shall be **30** days for IT Equipments & Machinery Items and **40** days for furniture items w.e.f the date of issuance of Supply / Purchase Order (without penalty). The bidder would bear transportation / freight charges. The delivery period may be extended by the Procuring Agency if necessary.
- 28.2 However, in special cases, delivery period can be fixed shorter or higher than the above mentioned schedule of requirement as deem appropriate by the Procuring Agency.
- 28.3 In case of late delivery of goods beyond the periods specified in the supply order, penalty @ 0.25% per day of the total cost of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.
- 28.4 In case of late delivery the delivery period will be started from the date of issuance of Purchase/ supply order to the supplier.

Award of Contract

29. Acceptance of Bid and Award criteria

- 29.1 The Bidder with successfully technically evaluated and lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity.
- 29.2 At the time of awarding contract, the Procuring Agency reserves the right to increase or decrease the quantity of goods originally specified in the Price Schedule and list of items without any change in unit price or other terms and conditions.

29.3 Notification of Award

- 29.3.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter or through personal receiving by the bidder or his representative that his bid has been accepted.
- 29.3.2 The notification of Award shall constitute the formation of the Contract.

29.4 Signing of Contract

- 29.4.1 When the Procuring Agency notifies the successful Bidder regarding acceptance of his bid, the Procuring Agency shall send the Bidder the Contract form provided in the bidding documents and contract shall be signed on stamp paper provided by the bidder @ 0.25% of the total value of the contract.

30 Redressal of grievances by the procuring agency




- 30.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to contract.
- 30.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 30.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 30.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.



31 Arbitration


In case of any dispute between parties to the contract, the matter shall be settled through mediation or arbitration as provided in the procurement contract.

ANNEXURE-A

LIST OF ITEMS WITH SPECIFICATIONS

| Sr. No | Specification | Picture | Qty. |
|--------|---|--|------|
| 1 | <p>Executive Table:</p> <p>a. Size: 1600 x 800 x 760 mm.</p> <p>b. Complete structure including connecting strip measuring 100 x 20 mm made of solid seasoned Shisham wood.</p> <p>c. Top frame made of solid seasoned Shisham wood comprising outer support measuring 100x25 mm and two inner supports measuring 90x 25 mm, three green excellent quality leatherite panels affixed on high quality MDF and three lockable drawers. Finished with N.C. lacquer. As per attached photograph.</p> |  | 8 |
| 2 | <p>Officer Table/Office table</p> <p>Size: 1400x800x760 mm.</p> <p>a. Complete structure including connecting strip measuring 100 x 20 mm made of solid seasoned Shisham wood as per attached photograph.</p> <p>b. Top frame made of solid seasoned Shisham wood comprising <i>outer support measuring 90x25 mm including molding</i> and two inner supports measuring 90x 25 mm, three green excellent quality leatherite panels affixed on high quality MDF and three lockable drawers. Finished with N.C. lacquer. As per attached photograph except top frame.</p> |  | 15 |
| 3 | <p>Side Rack:</p> <p>Size: 1000 x 440x 760 mm.</p> <p>Complete structure made of solid seasoned Shisham Wood.</p> <p>Top frame made of solid Seasoned Shisham wood with one lockable draw, one key board tray and one CPU Section. Two shelves for books. Finished with N.C. lacquer. As per attached photograph.</p> |  | 10 |

| | | | |
|---|--|--|----|
| 4 | <p>Officer's Chair/Office Chair/ Conference Room Chair:</p> <p>Structure made of solid seasoned Shisham wood (each wooden strip measuring 55x27). Seat and back with 1st quality foam covered with excellent quality green leatherite. Wooden parts finished with N.C. lacquer. As per attached photograph.</p> |  | 64 |
| 5 | <p>Executive Chairs</p> <p>Size W:625 D:560 H:950 mm</p> <p>Structure made of solid seasoned shisham wood Seat and back with 1st quality foam covered with excellent quality green leatherite. Revolving, recycling, hydraulic lift system with 320 mm five pronged wooden base with twin disc casters and 5 wheels. Wooden parts finished with N.C. lacquer. As per attached photograph.</p> |  | 14 |
| 6 | <p>COMPUTER TABLE</p> <p>Size: 1200 x 600 x 760 mm (H).</p> <p>Frame made of 25x25 mm (wall thickness 1.2 mm) Mild steel square pipe, finished with silver powder coating. Top and side panels made of high-density lamination board. One side drawer and one open box for CPU, other side sliding shelf for keyboard, finished with N. C. lacquer.</p> | | 4 |
| 7 | <p>Computer Chair Armless.</p> <p>Seat and back with 1st quality foam covered with green excellent quality leatherite. Revolving, recycling, hydraulic lift system with 320 mm five pronged nylon base with twin disc casters and 5 wheels. As per attached photograph.</p> |  | 04 |

| | | | |
|---|---|--|----|
| 8 | <p>Almirah.</p> <p>Size: 2100x900x330 mm.</p> <p>Structure made of solid seasoned Shisham wood including side panels having six Shisham wood shelves with solid wood support with four lockable doors having structure of solid seasoned Shisham fitted with glass attached by 2D-Hinges, Back panel made of 1st class Laminated Board . Wooden parts polished with N.C. lacquer. As per attached photograph.</p> |  | 15 |
| 9 | <p><u>Conference Table.</u></p> <p>Size: 15 x 5 x 2.5 feet (Consists of two pieces).</p> <p>Structure of each piece made of solid seasoned Shisham wood. Top frame made of Solid Seasoned Shisham Wood comprising outer support measuring 150 x 25 mm and two inner support measuring 100 x 25 mm and three leatherite panels in each piece.</p> | | 02 |

NOTE.

1. All pictures are only for reference.
2. It is necessary for contractor to get approved one sample from the procuring agency.
3. Colour of polish is changeable at the desire of procurement agency.

IT EQUIPMENTS

| Sr. No | Name of Items | Qty. |
|--------|---|------|
| 1 | <p>Desk Top COMPUTER Core i7 Brands:- Dell, HP, Lenovo or Equivalent GENERAL MINIMUM SPECIFICATIONS Processor:- Intel ® 7th Generation Core TM i7-7700 GHz or Higher Mother Board:- Intel Chipset Memory:- 8 GB DDR-4 or higher Hard Disk Driver:- Min 1-TB SATA with 7200 RPM or higher Optical Driver:- CD+/-RW and 8xDVD RW 16xDVD R or higher, compatible with Microsoft Windows and Linux Video / Display Card:- Integrated Sound Card:- Integrated Network Adapter:- Built-in 10/100/1000 base-T Gigabit Ethernet card (Microsoft Windows, Linux Supportive) Wake on Lan (WOL) support LCD Display:- 18.5" LED Monitor, Low Radiation, 1024x768 Resolution supportive Integrated I/O Interfaces:- Six USB Ports (4 USB 2.0, 2 USB 3.0), Two PCI slot, One PCIe Slot etc. Wireless LAN:- Wireless 802.11 a/b/n or ac. Mouse & Key Board:- USB Wired Keyboard, 2-Button USB 2.0 Optical Mouse with Scroll (Minimum Specifications has been prescribed but latest model & technology will be preferred)</p> | 04 |
| 2 | <p>LASER JET PRINTER Brands: - HP, Dell or Equivalent GENERAL MINIMUM SPECIFICATIONS Minimum printer speed: 35 PPM or higher. Processor: 1200MHz or higher., Memory: 128MB RAM or higher. Resolution: 1200 by 1200 DPI or higher. Paper handling legal, A4 & letter size paper. Paper trays: Two paper trays minimum. Network ready. Print cancel button. Duplex printing: Automatic Two-sided printing (Duplexer card). LCD Display of the print status, with other standard features of the manufacturer. Drivers: Microsoft Windows 7/8/8. 1/10supportive. (With USB 2.0 cable). (Minimum Specifications has been prescribed but latest model & technology will be preferred)</p> | 4 |
| 3 | <p>LIGHT DUTY SCANNER (FLATBED & ADF) Brands:- Cannon, HP or Equivalent GENERAL MINIMUM SPECIFICATIONS Scan Technology, CMOS, CIS (Contact Image Sensor), Scanning Resolution: 1200x1200 dpi or higher Color Bit depth, 24 bit / 256-bit or better Scan Speed, 20PPM/ 40ipm or higher B/W, Grey scale and Color @ 200dpi, Scan Size Supported:- ADF, 216 x 3100 mm (8.5 x 122 in), Flatbed: 216 x 297mm (8.5 x 11.7 in) Scan Input Mode:- Save as PDF, JPEG,, Email, as PDF along with USB Scan File Format:- PDF, JPEG, PNG, BMP, TIFF, TXT, RTF, (Rich Text) and searchable PDF. Document Feeding:- Duplex Document Feeder with flatbed A4 size. ADF Capacity:- 50 Pages automatic documents feeder ADF Output Resolution:- 75, 150, 200, 240, 300, 400, 500, 600 and 1200 Drivers: Microsoft windows XP/2003/Vista/windows 07 and Red Hat Linux Supportive (Minimum Specifications has been prescribed but latest model & technology will be preferred)</p> | 2 |

MACHINERY & EQUIPMENTS

| Sr. No. | Name of Items | Qty. |
|---------|--|------|
| 1 | <p>AIR CONDITIONER Brand : GREE, PEL or Equivalent Model 2018. Type Full DC-Inverter Split + DC Compressor (Outdoor) Compressor 1.5 Tons (18000 BTU) Full Inverter Technology (Indoor) YES Full Inverter Technology (Outdoor) YES Heat & Cool (European Compliant or Equivalent) YES Rust Resistant Cabinet YES Fire Proof Electric Box YES Complete Copper Wiring/Coiling/Piping YES Eco Friendly Refrigerant R410A Precise Temperature Control YES Low Startup Voltage 140V to 150V Warranty One Year Parts + Three Year Compressor</p> <p>IMPORTANT TERMS & CONDITIONS</p> <ol style="list-style-type: none"> i. All the air conditioners are required to have full Inverter Technology. ii. The air conditioners are required to have both the cooling and heating functionality. iii. The cabinets of the air conditioners should be rust resistant and the electric boxes should be fire resistant. iv. All the air conditioners are required to have complete copper coiling, wiring and piping. v. All the air conditioners should be compliant of the international environmental codes. They should have Eco-friendly refrigerant R410A or Equivalent Eco-Friendly standard. vi. All installation charges will bear by Firm/Supplier. <p>Minimum Specifications has been prescribed but latest model & technology will be preferred)</p> | 03 |
| 2 | <p>Telephone (Steno Set) Brands:- Panasonic Or Equivalent</p> | 02 |

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _(Name and address of Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No. _____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

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

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, 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 you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(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 _(Name and address of Purchaser)_

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 Technical Proposal. Our attached Financial Proposal is for the sum of (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 / Punjab 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

Financial Bid Format (For Each Item)

| Sr. No. | Name of Item | Quantity | Unit Rate (Inclusive all Taxes without 17% GST) | Amount of GST 17% | Unit Rate (Incl. all Taxes) | Total Cost (Incl. all Taxes) |
|------------------------|---------------------|-----------------|--|--------------------------|-------------------------------------|-------------------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| Total Bid Price | | | | | | X |

Notes to Price Table:

- i.** X will determine the total bid cost for all items.
- ii.** Prices must be quoted for the items
- iii.** The Purchaser reserves exclusive rights to decrease or increase the quantities of goods mentioned vide this tender document.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Dully authority by

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

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a) Having examined the tender 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 comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the purchaser Department / Office.
- 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 a 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

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed dully by or an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority shall be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

ANNEXURE-G

(Name, Title and Address of the Attorney)

Date:

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 tender and is liable to any punitive 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-H

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

ANNEXURE-I

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No._____, Item No._____(hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

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 withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

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 furnishing of the Performance Security, whichever is later.

Date this _____ day of 2018.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE-J

PERFORMANCE GUARANTEE

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 against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Guarantee, 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 2018.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE-K

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 |
|------|-------------------|---|
|------|-------------------|---|

Authorized Signatures with Official Seal

PRICE SCHEDULE / ESTIMATED PRICE FOR
BID SECURITY

| FURNITURE & FIXTURES | | | | |
|---------------------------------|---|------------|-----------------------|-------------------------|
| Sr. No | Name of Items | Qty | Estimated Rate | Estimated Amount |
| 1 | Executive Table, Size: 1600 x 800 x 760 mm | 8 | 30000 | 240000 |
| 2 | Officer Table/Office table, Size: 1400x800x760 mm | 15 | 25000 | 375000 |
| 3 | Side Rack: Size: 1000 x 440x 760 mm. | 10 | 9000 | 90000 |
| 4 | Officer's Chair/Office Chair: | 34 | 8500 | 289000 |
| 5 | Conference Chairs. | 30 | 9000 | 270000 |
| 6 | Executive Chairs. Size W:625 D:560 H:950 mm | 14 | 11000 | 154000 |
| 7 | Computer Table, Size: 1200 x 600 x 760 mm (H). | 4 | 11000 | 44000 |
| 8 | Computer Chair Armless. | 4 | 8500 | 34000 |
| 9 | Almirah | 15 | 15000 | 225000 |
| 10 | Conference Table. | 2 | 25000 | 50000 |
| GRAND TOTAL | | | | 1771000 |

IT EQUIPMENTS

| Sr. No | Name of Items | Quantity | Estimated Rate | Estimated Amount |
|--------------------|--|-----------------|-----------------------|-------------------------|
| 1 | Desk Top COMPUTER Core i7 Brands:- Dell, HP, Lenovo or Equivalent | 4 | 50000 | 200000 |
| 2 | LASER JET PRINTER Brands: - HP, Dell or Equivalent | 4 | 25000 | 100000 |
| 3 | MEDIUM DUTY SCANNER (FLATBED ADF) , Brands:- Cannon, HP or Equivalent | 2 | 17000 | 34000 |
| GRAND TOTAL | | | | 334000 |

PLANT & MACHINERY

| Sr. No | Name of Items | Quantity | Estimated Rate | Estimated Amount |
|--------------------|---|-----------------|-----------------------|-------------------------|
| 1 | AIR CONDITIONER Brand : GREE, PEL or Equivalent | 3 | 42000 | 126000 |
| 2 | Telephone (Steno Set) | 2 | 5000 | 10000 |
| GRAND TOTAL | | | | 136000 |



**OFFICE OF THE
DISTRICT PUBLIC PROSECUTOR
SIALKOT
District & Session Court Complex, Sialkot**

GENERAL GUIDELINES

You are hereby invited to submit your tender for the **Furniture Items, IT Equipments and Machinery Items** for the office use as detailed in the list of items / articles given in this documents subject to the following terms & conditions:-

1. The bidder should quote price for **each item** mentioned in the list of items attached herewith and submit the sealed tender at the Office of District Public Prosecutor, Session Court Complex, Sialkot on or before **23rd April, 2018** at **01:00 PM**.
2. The sealed tender along with bid security equal to 05% of estimated price given in price list, in form of Demand Draft / Pay Order / Call Deposit Receipt (CDR), Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document, will be dropped till **23rd April, 2018** at **01:00 PM** in the tender box placed in Office of the District Public Prosecutor, Session Court Complex, Sialkot which will be opened on **same day** at **02:00 PM** in the same office.
3. The validity of offer of rate of items would be for 90 days or till **30.06.2018** whichever is earlier.
4. The delivery period would be **30** days for IT Equipments & Machinery Items and **40** days for Furniture & Fixture items from the date of issuance of supply order in the Office of the District Public Prosecutor Sialkot or any other place with in Sialkot. The bidder would bear transportation/ freight charges.
5. This office reserves the right to cancel the work order in case of inferior quality and lesser quantity. In case of substandard supply the performance guarantee would be forfeited and firm will be declared as blacklisted according to PPRA Rules, 2014.
6. Any Conditional bid shall not be accepted.
7. The rates will be received only along with this tender form and list of items duly verified / signed by the owner of the Firm.
8. The firms shall be registered with General Sales Tax Department and rates should be excluding of G.S.T. The office will deduct Income Tax and other taxes (If any) at source as per prescribed rate.

9. The 05% Bid Security of unsuccessful bidders may be released after completion of tender process.
10. Black Listed Firms are not entitled to participate in bid / tender, in case of detection of black listing at any stage, office of the District Public Prosecutor, Sialkot will forfeit the deposited security / guarantee.
11. The office of the District Public Prosecutor, Sialkot has the right to reject all the tenders as per Punjab Procurement Rules, 2014.
12. Successful bidder shall furnish performance guarantee which will be 10% of the total value of supply before issuance of supply order in form of CDR in favour of District Public Prosecutor, Sialkot.
13. The last 03 years annual income tax return must be attached.
14. In case of any grievance, the bidder may lodge a complaint before the grievance redressal committee within three days.

**District Public Prosecutor
Sialkot**

BID FORM

Date:-

Tender No:

To,

The District Public Prosecutor, Sialkot
Session Courts Complex Sialkot

Respected Sir

After examining the Bidding Documents, the receipt of tender is hereby duly acknowledged and offer the supply and delivery of the items specified in enclosed list in conformity with the said Bidding Documents for the sum of [***Total Bid Amount.....***], [***Bid Amount in words.....***] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, we will deliver the goods in accordance with the delivery schedule specified in the relevant documents.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of Rs.----- 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid till **30.06.2018** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

Name and address of bidder

Total Amount of Bid Rs.

Dated this day of ,, 2018

Signature

(In the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

Price Schedule

Name of Bidder _____

Tender No. _____

| Sr. No. | Name of Item with specifications | Quantity | Unit Rate (Inclusive Taxes with out 17% GST) | Amount of GST 17% | Unit Rate (Incl. all Taxes) | Total Cost (Incl. all Taxes) |
|------------------------|----------------------------------|----------|--|-------------------|------------------------------|------------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| Total Bid Price | | | | | | |

Sign and Stamp of Bidder _____

Note: 1. In case of discrepancy between unit price and total price, the unit price shall prevail.

Note: 2. No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

PROFILE OF THE BIDDER

| Sr.# | Particulars | |
|------|--|--|
| 1. | Name of the company / firm | |
| 2. | Registered Office | |
| | Address | |
| | Office Telephone Number | |
| | Fax Number | |
| 3. | Contact Person | |
| | Name | |
| | Personal Telephone Number | |
| | Email Address | |
| 4. | Local office if any | |
| | Address | |
| | Office Telephone Number | |
| | Fax Number | |
| 5. | Bid Signing Authority | |
| | Name | |
| | Address | |
| | Personal Telephone Number | |
| | Email Address | |
| | Please enclose Authorization or Power of Attorney to sign and submit the Bidding | |
| 6. | Address for communication under the current Bidding | |
| 7. | Registration Details | |
| | NTN Registration Number | |
| | GST Registration Number | |
| | Banker's Name, Address and Account Numbers | |

**LIST OF DOCUMENTS TO BE ATTACHED WITH
TECHNICAL BID**

| Category | Description | Points |
|------------------------------|--|-----------|
| Legal (Mandatory) | Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan | Mandatory |
| | Valid Income Tax Registration | Mandatory |
| | Valid General Sales Tax Registration | Mandatory |
| | Status of Active in (ATL) with FBR | Mandatory |
| | Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required on non-judicial stamp paper worth of Rs.100/-. | Mandatory |
| | Compliance to the technical specifications of goods (all items) to be procured mentioned vide (Annexure-A) of this document | Mandatory |
| | Full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must) | Mandatory |
| | In case of Authorized Dealer, Certificate of authorization | Mandatory |
| | Annual Income Tax Returns for last two years | |

PROPOSED CONTRACT FORM
For Machinery & IT Equipments

(Procuring agency reserves right to alter the terms & conditions of the contract at the time of execution)

This contract (hereinafter called the “Contract”) is made on -----.

BETWEEN

Government of the Punjab, through District Public Prosecutor, **Sialkot** (hereinafter referred as “**Purchaser**” which expression shall include his successors in office and assignees) of the first Party.

AND

-----, (hereinafter referred as “**Successful Bidder**” which expression shall include his successors in office and assignees), of the Second Party.

NOW THEREFORE, The parties agree to perform the contract as follows:-

1. That the contract executed between the parties shall be binding upon and shall remain in force till expiry of warranty period. In the event of any breach of contract on the part of successful bidder, the purchaser shall have right to terminate the contract without assigning any reason. The successful bidder shall not be entitled to claim any compensation.
2. That the successful bidder agrees to supply the **IT Equipments & Machinery items (Desk Top Computers, Laser Printer etc)** amounting to **Rs.----- /- (- ----- Rupees Only)** within **30** days from the date of issuance of supply order in pursuance of contract, as per list of items and specifications mentioned in standard bidding documents.
3. That the successful bidder shall submit 10% performance guarantee of the total bid price in form of CDR / Bank Guarantee.
4. That the successful bidder shall make arrangement for inspection of all items for the designated inspection committee to the extent of 100% quantity and quality.
5. That the successful bidder shall ensure the safe packing and delivery of items. Packing and delivery charges/expenses shall be borne by the successful bidder.
6. That the delivery of all items shall be made at designated place given by the purchaser for inspection with in the office working hours and thereafter, successful bidder shall ensure the successful installation of items in all over Punjab at designated places given by the purchaser.
7. That the successful bidder shall be bound to provide after sale services free of cost within warranty period at all installation place on requisition. This after sale service clause will not effect any right of purchaser regarding warranty of the purchase item.

8. That all of payments shall be made through cheque in Pakistan currency on completion of successful delivery of all items and issuance of inspection report by the committee.
9. That in case of difference, the decision of the purchaser shall be final.
10. That the purchaser shall have a right that in case of any default on the part of successful bidder at any stage, the above referred 10% performance guarantee shall be forfeited.
11. That the purchaser shall have right to terminate the contract at any stage without assigning any reason. The successful bidder has no right to challenge the said act.

In Witness thereof, the parties hereto have signed this contract by their dully authorized representatives on the day, month and year mentioned above.

**1. District Public Prosecutor
Government of the Punjab**

**2. M/s -----
Through _____**

3. WITNESS

4. WITNESS

PROPOSED CONTRACT FORM
For Furniture & Fixture Items

(Procuring agency reserves right to alter the terms & conditions of the contract at the time of execution)

This contract (hereinafter called the “Contract”) is made on -----.

BETWEEN

Government of the Punjab through District Public Prosecutor, Government of the Punjab, Public Prosecution Department, (hereinafter referred as the “First Party” which expression shall include his successors in office and assignees) of the “**First Party**”:

AND

----- (hereinafter referred as the “Second Party” which expression shall include his successors in office and assignees) of the “**Second Party**”.

First Party and Second Party shall hereinafter be referred to individually as “**The party**” or collectively as “**The Parties**”.

RECITALS

Now, therefore, the parties agree as follows:

1. The contract on having been signed by the parties shall constitute a binding contract between the parties and shall remain in force till expiry of warranty period.
2. The Second Party agrees to supply of furniture of amounting to **Rs. -----/-** (-----
----- **Rupees Only**) within **40** day’s i.e ----- (as requested by the second party) as per delivery schedule in specific quantities and at the designated places provided by the First Party (delivery schedule enclosed). The duties and taxes or fees as applicable at the time of supply shall be born by the Second Party. However, the First Party would not be liable or responsible of the increase in duties or taxes as above. The enhanced quantity of goods as ordered, after acceptance of bid document shall also be deemed to be part of contract as originated from bid document and will not be called in question at any subsequent stage in any manner.
3. **Performance Guarantee:**
Subject to the award of contract, the bid security in the form of CDR shall be returned to the Second Party against submission of the ten percent (10%) performance guarantee of the total cost of the bid in the form of CDR.
4. **Supply and Commissioning**
 - 4.1 A stamp pattern narrated in **Annexure-A** must be embossed on each furniture item on the appropriate place.
 - 4.2 **Pre-Delivery Inspection**
 - a. Second Party shall arrange pre-delivery inspection of furniture items as per approved specifications from the departmental inspection committee as notified by the Public Prosecution Department, Government of the Punjab;
 - b. Hundred percent (100% quantitative and qualitative inspection shall be undertaken during pre-delivery inspection and also at the time of supplied goods.

- c. The goods shall not be dispatched to the First Party, until valid satisfactory inspection certificate is issued by the inspection committee for the respective batch. It shall be sole responsibility of the second party to get satisfactory inspection certificate which will be issued within four days of inspection by the first party.

4.3 Packing and Storage

- a. the packing and storage expenses for the furniture items shall be borne by the Second Party; and
- b. Second party shall ensure the safe packing loading and delivery of the furniture items. Any damage to the furniture during and till the completion of delivery shall be remedied by the Second Party.

4.4 Delivery of the furniture

- a. Delivery of the furniture shall be made by the second party to all the field offices in the province of Punjab as per given addresses to be provided to the Second Party by the First Party.
- b. The items shall be delivered at the designated places and shall be handed over to the authorized persons / officials or acceptance teams concerned at the locations. The list of locations and respective quantity will be provided to the Second Party by the First Party;
- c. Insuring the goods in transit is the responsibility of the Second Party; and
- d. The Second Party shall send status report on delivery receipt and acceptance in the format to be prescribed in such intervals as may be required by the First Party from time to time till the completion of the entire order. Both documents will be tele by the parties to ensure the delivered goods.

5. Acceptance

5.1 The head of the designated offices or their authorized persons or teams will make suitable arrangement for verifying the furniture supplied and accepting the same. Suitable guidelines may be issued in this regard by the First Party.

5.2 The authorized persons /acceptance teams will issue the acceptance certificate in the prescribed format based on which a letter would be issued by the first party regarding receiving of goods upon which payment will be made.

6. Liquidated damages;

6.1 This is a time bound project. Any delay may affect the project deliverables. Hence if the Second Party fails to deliver the goods as per schedule specified, the liquidated damages (LD) hereinafter mentioned shall be applied.

6.2 In the event of non-fulfillment of the delivery schedule, liquidated damages at the rate of 10% on the quoted or approved value of the undelivered quantity of the order will be levied per month and LD will be counted on daily basis. The amount of the liquidated damages will be automatic deducted from the payment.

7. Payment terms

7.1 All payments will be made in currency of Pakistan only.

7.2 The terms and conditions of the contract shall be mutually agreed between the Second Party and the First Party. In case of difference of opinion the decision of First Party shall prevail.

7.3 The Second Party shall have full and exclusive liability for payment of all duties, taxes and other statutory payment payable under any or all of the statues/laws/acts etc. now or hereinafter imposed in Pakistan. However the principle of proportionate will apply of the delivered goods with in due time.

8. Retained Money;

8.1 The performance guarantee amount (an amount equal to 10% of total amount of bid) shall be retained as performance guarantee and this amount shall be kept by the first party until issuance of warranty completion certificate by the first party as part security for second party's due diligent, honest and timely performance of the contract.

8.2 The first party shall have unconditional and unequivocal authority to utilize the whole retained money (performance guarantee) or any part thereof to compensate itself any loss or damage or over payment, if any that the first party may suffer due to the default/act of the second party during the warranty period, after informing second party. The retained money, after deductions, if any, will be refunded by the first party to the second party on the application by the second party after satisfactory completion of the warranty period and on production of warranty completion certificate issued by the first party.

9. Warranty

9.1 The furniture supplied shall be under warranty for a period of twelve (12) months with effect from the date of delivery of the furniture items to the end users.

9.2 The free Warranty of furniture covers breakages, polish or paint of furniture termite and breakdowns due to manufacturing defects or during its transit at user end (place of delivery) , but does not include physical damage by the end user.

9.3 Irrespective of the warranty obligations, the Second Party is liable for replacing faulty items due to any manufacturing defect within seven (07) days during the first sixty (60) days from the date of delivery user end.

9.4 The warranty shall cover all the materials and goods supplied by the Second Party under this contract irrespective of the fact whether these have been manufactured by the Second Party or not.

9.5 In case for Second Party fails to carry out the warranty obligation, the First Party would engage any other operator and carry out the service or replacement and deduct the amounts form the amount retained (performance guarantee) by the First Party as per the payment terms or from their pending bills or any amount due or payable if any.

10. Force Majeure

10.1 In a Force Majeure situation which directly and materially hinders or hampers the bidder ability to perform its obligations under the contract, the parties will be excused from performance of their respective obligations under the contract until the existence or persistence of the force majeure event.

10.2 For purposes of this clause, "Force Majeure" means an event beyond the control of Second Party and not involving the Second Party's fault or negligence or not reasonably foreseeable. Such events are restricted to Acts of God, Wars, Acts of Terrorism, Fires, Floods and epidemics.

- 10.3** If a force majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition & the cause thereof. Unless otherwise directed by the First Party in writing, the Second Party shall continue to perform its obligations under the Contract as far as the reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 10.4** If a force majeure event persists for more than a week from the date of the notice, the Second Party may apply to the First Party seeking termination of the Contract. If the First Party agrees, the Contract may be terminated.
- 10.5** If a force majeure event persists for more than a week from the date of the notice, First Party may at its own absolute discretion terminate the Contract.
- 10.6** In the event of termination, the Second Party shall be entitled to receive such part of the Contract price as pertains to the goods which have been delivered, which has been, as on the date of termination, implemented in accordance with the terms of the Contract.
- 10.7** In case, at the time of termination, any action is pending on the part of the Second Party regarding delivery and acceptance of the goods or warranty and maintenance support or services as required under the contract which cannot be completed, the First Party shall be entitled to utilize the Performance guarantee or demand additional sum for such goods or services to ensure continues provisioning thereof. This shall be without prejudice to any other rights and remedies which the First Party may have under the Contract or under the relevant laws.

11 Termination of Contract

11.1 Termination for default

- (a) First Party may, without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven (7) days, sent to the Second Party, terminate the contract in whole or part:
- If
- (i) the Second Party fails to deliver any or all of the goods within the time period (s) specified in the Contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by the Purchase; or
 - (ii) the Second Party fails to deliver the goods and services as per its technical specifications offered in the bid; or
 - (iii) the Second Party fails to perform any of the obligation (s) under the contract; or
 - (iv) the Second Party, in the judgment of the First Party, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract; and
 - (v) in the event of any breach of the contract at any time on the part of the Second Party, the contract shall be terminated by the First Party without compensation to the Second Party.
- (b) In the event, the First Party terminates the contract due to above conditions in whole or in part, the First Party may procure, upon terms and in such manner as it deems fit appropriate at the risk and cost of the second party, the goods and services similar to those delivered and

the Second Party shall be liable to the first party for any additional costs for such similar goods. However, the Second Party shall continue the performance of the contract to the extent not terminated.

11.2 Terminations for Convenience

The First Party may by written notice of seven days period sent to the Second Party, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the First Party's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. On termination, the Second Party is not entitled to any compensation whatsoever.

In witnesses whereof, the parties hereto have signed this contract by their duly authorized representatives on the day, month and year first mentioned above.

2. **District Public Prosecutor
Government of the Punjab**

2. **M/s -----
Through -----**

;

1. **WITNESS**

2. **WITNESS**

