

**OFFICE OF THE SENIOR CIVIL JUDGE (ADMN) MANSEHRA / CHAIRMAN
PROCUREMENT COMMITTEE, CIVIL COURTS, MANSEHRA**

Bidding Documents/ SBD/Tender for Procurement of Goods and non-Consultative Services

The procurement of *Stationary, Plant & Machinery, Furniture & Fixture, Printing & Publication and I.T Equipments*, is required.

Attention:

Please, carefully read this document alongwith KPPRA related documents, and Bids be professionally chalked out for addressing each and every aspect; the procuring entity wants to ensure that no expected supplier be technically knocked out, i.e. for defective documentations

Technical specifications compliance is a must legal requirement

Part One - Section I.

Instructions to Bidders

A. Introduction

1. Source of Funds

1.1 The **Senior Civil Judge (Admn), Mansehra/ Procuring Entity (PE)** has the Budget Allocation from the august Peshawar High Court/Provincial Government as under:

S.#	Budget No & Head	Amount	Remarks
1	A03901 Stationery Charges	7,00,000/-	NA
2	A09601-Plant & Machinery	15,00,000/-	NA
3	A09701 Furniture & Fixture	9,00,000/-	NA
4	A09203 IT. Equipments	18,03,170/- Further demanded budget RS 20,00,000/-	NA
5	A09203 IT. Printing & Publication	2,85,000/- Further demanded budget RS 8,00,000/-	NA

(Mazhar Hussain)
Senior Civil Judge (Admn)
Chairman Procurement Committee
Civil Courts, Mansehra

1.2 The budget/funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPPRA Rules 2014 means (i) Provincial Consolidated Fund

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPP Rules, 2014 and its Bidding Documents except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent entity of the Government of Khyber Pakhtunkhwa.

2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring entity named in the Bid Data Sheet, hereinafter referred to as “the Procuring Entity,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Content of Bidding Documents

5. Content of Bidding Documents

5.1 The bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications

g) Bid Form and Price Schedules

h) Bid Security Form

i) Contract Form

j) Performance Security Form

k) Manufacturer's Authorization Form.

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

6. Clarification of Bidding Documents

6.1 An interested Bidder requiring any clarification of the bidding documents may notify the procuring entity in writing. The procuring entity will respond in writing to any request for Documents clarification of the bidding documents which it receives not later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring entity, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the procuring entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12 b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to

bid and is qualified to perform the contract if its bid is accepted; documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

d) bid security furnished in accordance with ITB Clause 15

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the **Price Schedule** shall be delivered duty paid (DDP) prices. **The price of other (incidental) services, if any, listed in the Bid Data Sheet will be inclusive.**

For making comparison and evaluation among (i) tax payers and (ii) non-tax payer suppliers, separate columns of prices without taxes to be drawn; the prices exclusive of taxes will be compared. From nontax payers taxes at source will be deducted, to save exchequer from loss of taxes.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the procuring entity and will not in any way limit the Procuring entity's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's (Eligibility and Qualification)

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring entity's satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring entity's country;
- b) that, the Bidder has the financial, technical, and production capability necessary to perform the contract;
- c) that, in the case of a Bidder not doing business within the Procuring entity's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the goods;
- b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring entity; and
- c) an item-by-item commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3 (C) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring entity's country, in the form provided in the bidding documents or another form acceptable to the procuring entity and valid for thirty (30) days beyond the validity of the bid; or
- b) Irrevocable encashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the procuring entity as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring entity pursuant to ITB Clause 16. 6

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) in the case of a successful Bidder, if the Bidder fails:
 - i. to sign the contract in accordance with ITB Clause 32; or
 - ii. to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring entity, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive.

16.2 In exceptional circumstances, the procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

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

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

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

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- a. be addressed to the procuring entity at the address given in the Bid Data Sheet; and
- b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the procuring entity will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the procuring entity at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

9.2 The procuring entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the procuring entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the procuring entity after the deadline for submission of bids prescribed by the procuring entity pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the procuring entity prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring entity

22.1 The procuring entity will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, **except for late bids**, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The procuring entity will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the procuring entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The procuring entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The procuring entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, **a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation.** The Procuring entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

25. Evaluation and Comparison of Bids

25.1 The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Procuring entity's evaluation of a bid will be on **delivered duty paid (DDP) price** inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

25.3 The Procuring entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- a. incidental costs
- b. delivery schedule offered in the bid;
- c. deviations in payment schedule from that specified in the Special Conditions of Contract;
- d. the cost of components, mandatory spare parts, and service;
- e. the availability of spare parts and after-sales services for the equipment offered in the bid;
- f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
- g. other specific criteria indicated in the Bid Data Sheet and/or
- h. in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

a. Incidental costs provided by the bidder will be added by Procuring Entity to the delivered duty paid (DDP) price at the final destination.

b. Delivery schedule.

i. The Procuring Entity requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. Or

ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. Or

iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

c. Deviation in payment schedule:

i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule offered by the selected Bidder. Or

ii. The SCC stipulates the payment schedule offered by the Procuring entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

d. Cost of spare parts.

i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price. Or

ii. The Procuring Entity will draw up a list of high- usage and high value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price. Or

iii. The Procuring Entity will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring Entity or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

e. Spare parts and after sales service facilities in the Procuring entity's country.

The cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

g. Performance and productivity of the equipment.

i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications. Or

ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and

adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications. The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications. The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Procuring entity

26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring entity, it should do so in writing.

26.2 Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

Evaluation Criteria

Attention:

The bidders must carefully read the instructions in the Bid Data Sheet & Special Conditions of Contract and in this Evaluation Criteria of the SBDs to submit the requisite documents in the sequence indicated in the Evaluation Criteria as per their Serial Number below and must place the said documents by creating nine sections in their Technical Bids for evaluation purpose. All the supporting documents must be attested by the Chief Executive of the firms. Non-compliance to the stated instruction may lead to their technical disqualification. Bidders shall submit the soft copies of the Technical Bid Performa relating to their category on **CD**. Non-compliance to this requirement shall lead to technical disqualification of the supplier.

Procurement Planning					
S#	Area/ Sub- Area	Parameter/ Criterion	Degree of Compliance	Marks	Relevant Law, where mention is important or Remarks
1	Technical and/or Technical-cum-financial Firm; Technical Staff; Financial Status	Compliance with Procuring Entity Specification (for hard wares in most of the cases brand name given to specify the item)	100% (otherwise will get no mark)	20	ITB Clause 14.3(c) and 14.4
2		Delivery schedule	100% (otherwise will get no mark)	5	As per law and bidding documents
3		Cost of components	N/A	5	
4		Cost of spare parts	N/A	2	
5		Duration of free service	N/A	10	1 mark per year, but the highest period (less than 10) will be extrapolated to 10 and lowers to be adjusted proportionately

6		Warranty	N/A	3	As per law and bidding documents	
7		Performance	100% (otherwise will get no mark)	1		
8		Productivity	100% (otherwise will get no mark)	1		
9		Manufacturer Authorization Certificate or partnership Deed with manufacturer	N/A	1		
10		Sale Tax Registration from FBR Islamabad	N/A	2		
11		Income Tax Registration from FBR Islamabad	N/A	2		
12		Financial Audited Annual Statements	N/A	2		
13		Simple Technician	N/A	2		
14		Diploma Engineer	N/A	2		
15		Graduate Engineers (For High Tech) Critical Equipment)	N/A	2		
16		M.Sc./PhD Qualification/Foreign Training	N/A	2		
17		Supplier's office for maintenance and 24/7 support (Reach to District Courts, Mansehra)	N/A	5		
18		Income Tax Return (Last year)	N/A	3		
19		Sales Tax Return (Last year)	N/A	5		
20		Market experience in quoted items (As a minimum requirement, during any of the last three years, he must have completed at least one contract involving the supply, of similar Goods and each at least 50 % of comparable scale.)	N/A	5		
21	Financial	Lowest price	N/A	18		If operating and maintenance task not applicable then lowest price (S.# 21) and incidental cost (S.# 22) will be calculated @ 20 marks
22		Incidental	N/A			
23		Operating and maintenance cost, if applicable	N/A	2		

NB	S#	Description
1	1	Specifications have been cited; but for clarity the brand mentioned, as per law; it also set/ensure the international standard
2	7, 8 & 23	For brand (like hp) (i)operating and maintenance cost (S# 23), (ii) performance (S.# 7) and (iii)productivity (S.# 8) is standardize, so will get full marks on these parameter/criteria
3	N/A	Lowest Price: each head to be taken as separate segment i.e. (i) Hardware and (ii) Books; so different suppliers may secure each.

28. Award Criteria

28.1 Subject to ITB Clause 30, the Procuring Entity will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is evaluated to be qualified to perform the contract satisfactorily.

Plant and Machinery is a separate budget head so the procurement of each can be separate by separate suppliers; within each head (Plant and Machinery) no splitting will be made.

29. Procuring entity's Right to Vary Quantities at Time of Award

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

30. Procuring entity's Right to accept any

30.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring entity's action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Procuring Entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the **performance security pursuant to ITB Clause 33**, the **Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.**

32. Signing of Contract

32.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the **Procuring Entity will send the Bidder the Contract Form** provided in the bidding documents, incorporating all agreements between the parties.

32.2 **Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring entity.**

33 Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the **Performance Security Form** provided in the bidding documents, or in another form acceptable to the Procuring entity.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Khyber Pakhtunkhwa requires that Procuring entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:

a. defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- i. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended forward has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part One - Section II.

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.
- d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring entity" means the organization purchasing the Goods, as named in SCC.
- h. "The Procuring entity's country" is the country named in SCC.
- i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j. "The Project Site," where applicable, means the place or places named in SCC.
- k. "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

5.1 The Supplier shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring entity.

5.4 The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring entity, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country. 7. Performance Security 7.1 Within twenty (20) days of received.

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

7. Performance Security

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Entity the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the

Procuring entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring entity; or b. a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring entity. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

8.4 The Procuring entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring entity.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

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

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring entity's country, transport to such place of destination in the Procuring entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of **on-site assembly and/or start-up** of the supplied Goods;
- b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b. in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; ii. Following such termination, furnishing at no cost to the Procuring entity, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring entity.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring entity's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in

any one or more of the following: a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring entity; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring entity's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated damages

2.31 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the

Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Procuring entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; or b. if the Supplier fails to perform any other obligation(s) under the Contract. c. if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this

event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring entity.

27. Termination for Convenience

27.1 The Procuring entity, by written notice sent to the Supplier, may 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 Procuring entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect: a. to have any portion completed and delivered at the Contract terms and prices; and/or b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring entity's country, unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring entity.

OFFICE OF THE SENIOR CIVIL JUDGE (ADMN) MANSEHRA

Bidding Documents

For

Plant & Machinery

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility

(Mazhar Hussain)
Senior Civil Judge (Admn)
Chairman Procurement Committee
Civil Courts, Mansehra

Part Two

Section I. Invitation for Bids

Invitation for Bids

Senior Civil Judge(Admn), Mansehra, intends to purchase Plant and Machinery for Civil Courts, Mansehra.

Sealed tenders/bids are invited from reputed Firms, Dealers and Suppliers, being Tax payers listed with Sales & Income Tax Department, FBR registered/having valid NTN and established capabilities for the provision of above (the details are available in detailed Bidding documents) so as to reach to the Office of the COC of Senior Civil Judge(Admn), Mansehra **on or before 11-05-2022 at 12:00 am** and must be accompanied by a security of 2% against the allocated estimates of items through single stage single envelope clearly marked as “technical proposal” and “financial proposal” bidding procedure as per rule 6(2 b) of the Khyber Pakhtunkhwa Public Procurement Regularity Authority (KPPRA).The bids will be opened on the same day in the presence of the bidders or their authorized representatives at 12:00 noon at office of the Senior Civil Judge(Admn), Mansehra

The interested bidders may obtain the bidding/tender documents, terms and conditions also uploaded on KPPRA website (www.kppra.gov.pk) along with the specifications of all the items from the Office of the undersigned on submission of an application on their Firm letter head against payment of Rs. 200/- (non-refundable) with CNIC number of the Incharge /Head.

Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction

ITB 1.1 Name of procuring entity of Government of Khyber Pakhtunkhwa:

Senior Civil Judge(Admn), Mansehra

ITB 1.1Procurement allocation amount:

Budget Allocation for the Financial Year 2021-22

ITB 1.1 Name of Contract:

Purchase of Plant and Machinery

ITB 6.1 Procuring entity's address, telephone, telex, and facsimile Numbers:

Court/ Office of the Senior Civil Judge(Admn), Mansehra; Tel & Fax.0997-920150

ITB 8.1 Language of the bid:

English

Bid Price and Currency

ITB 11.2 The price quoted shall be:

DPP in the manner stated above for making fair comparison between taxpayer and nontax payer suppliers

ITB 11.5 The Price:

Fixed

Preparation and Submission of Bids

ITB 13.3 (d) Qualification requirements:

(If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive.)

a. Minimum experience of 3 years

b. Authorization certificates from original manufacturer. (a must for ensuring branded supply)

c. Performance certificates from reputable public organization or any other document which can prove the experience of bidder

ITB 14.3 (b) Spare parts after operation on need basis:

2 years

ITB 15.1 Amount of bid security:

2 % of bid amount,

ITB 16.1 Bid validity period:

90 days

ITB 17.1 Number of copies:

One (1)

ITB 18.2 (a) Address for bid submission:

Court/ Office of the Senior Civil Judge (Adman), Mansehra

ITB 18.2 (b) IFB title and number:

Purchase of Plant and Machinery

ITB 19.1 Deadline for bid submission:

Dated: 11-05-2022 at 12:00 am

ITB 22.1 Place, date, and time for bid opening:

Court/ Office of the Senior Civil Judge (Adman), Mansehra 11-05-2022 at 12:00 noon

Bid Evaluation

ITB 25.3 Criteria for bid evaluation:

As per ITB clause 25.4 and Merit Point System; for ensuring transparency

ITB 25.4 (b) Delivery schedule:

Immediately from the issuance of acceptance letter; Delivery within 30 days; Option (i) adjustment expressed as a percentage, 0.5 % per week

BID Procedure: Single Stage Two Envelop Procedure.

Section III. Special Conditions of Contract Special Conditions of Contract

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The procuring Agency is: The District & Sessions Judge
Mansehra.

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is: Pakistani

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 10%.

GCC 7.4—after delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests(GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

5. Packing (GCC Clause 9)

Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

6. Delivery and Documents (GCC Clause 10)

Sample provision (DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Entity the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring entity:

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. copies of the packing list identifying contents of each package;
- iv. insurance certificate;
- v. Manufacturer's or Supplier's warranty certificate;
- vi. inspection certificate, issued by the nominated inspection entity, and the Supplier's factory inspection report; and
- vii. Certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1— The bidders are required to either incorporate or quote separately the costs of incidental services being part of the contract as mentioned in Schedule of Requirement.

9. Spare Parts (GCC Clause 14) After sale service with spare parts shall be 03 years.

GCC 14.1—

Sample provision GCC

14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)

Sample provision

GCC 15.2—In partial modification of the provisions, the warranty period shall be Minimum 12 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or
- b. Applicable rate: 0.5% per week or 0.05% per day of the total Contract price
Maximum deduction: ≤ 10% of the total contract amount
GCC 15.4 & 15.5—the period for correction of defects in the warranty period is

11. Payment (GCC Clause 16)

Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner: Payment of local currency portion shall be made in PKR within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.

iv. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from Procuring Entity declaring Goods have been delivered and that all contracted services have been performed.

v. Part payment on part supply may be allowed

12. Prices (GCC Clause 17)

Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: Liquidated damages shall be levied @ 0.50% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring entity's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: The Employment of Children (ECA) Act 1991

The Bonded Labor System (Abolition) Act of 1992

The Factories Act 1934

KPPRA Rules 2014

Contract Act 1872

Arbitration Act 1940

17. Notices (GCC Clause 31)

GCC 31.1—procuring entity's address for notice purposes: Office of Senior Civil Judge (Admn), Mansehra.

Supplier's _____ address _____ for _____ notice purposes:_____

Section IV. Schedule of Requirements

Supply schedule:

S #	Procurement	Item	Quantity	Item Nomenclature	Manner of Procurement	Remarks
1	Plant & Machinery	AC Inverters/ Split AC	06 No	1-1/2 ton (Dual Function Hot & Cold) including installation	Single- envelopes	Financial and Technical separately and also depend on budget
2		UPS along with Batteries	06/06	including installation		
3		Water Dispenser	06 No	Hot and cold		
4		Paper Shredders	01 No	(Latest)		
5		Security Cameras	10 No	including installation		
6		DVR,	01 No	including installation		
7.		LEDs (32")	10 No	including installation		

S #	Procurement	Item	Quantity	Item Nomenclature	Manner of Procurement	Remarks
1	Stationery	White Paper Legal size	400	80 G 70 G and above	Single- envelopes	Financial and Technical separately and also depend on budget
2		Staplers	30	Medium (best qualities)		
3		Staplers Pin	100 Boxes	Best qualities		
4		Registers	50	No. 80 No. 35		
5		Ball Pen\Pointer	300 packet	Red, blue, and black (best quality)		
6		File Folders	50	Best qualities		Financial and Technical separately and also depend on
7		Stamp Paid	20	Best qualities		
8		File Tag	100 Bundle	Best qualities		
9		Sticky Paper	30 packet	Best qualities		
10		Gum Stick large	20 No	Best qualities		

11		Catchers	50 No	Best qualities		budget
12		Printer Toners (79A),(85A), (17A)		Best qualities		
13		Envelopes Legal Size	10 Bundle	Best qualities		
14		Hole Paper Needle	30 No	Best qualities		
15		Water Paid	20 No	Best qualities		
16		Fax Roll	30 No	Best qualities		
17		Stamp Paid Ink (Blue)	30 No	Best qualities		

S #	Procurement	Item	Quantity	Item Nomenclature	Manner of Procurement	Remarks
1	Furniture	Wooden bench	10	03 seaters	Single- envelopes	Financial and Technical separately and also depend on budget
2		Wooden Chairs	20	Office (best qualities)		
3		Wooden Cup board	20	06 x 03 best qualities		
4		Presiding Chairs	06	Best qualities		
5		Office Table	06	Best qualities		
6		Computer Tables wooden	06	Normal size best qualities		
7		Foot Rest	06	02 x 1 ½ wooden		
8		Steel benches	15	Best qualities		
9		Revolving Chairs	24	Best qualities		

I.T EQUIPMENTS

1. Laptops

- a. Intel core i3 (10th or above) Generation with 1TB Hard Disk, 02 GB RAM, Integrated Graphics. 15.6" LED Screen, Backlit Keyboard. **OEM 01 year Warranty.**
- b. Intel Core i5 (10th or above) Generation, 1TB Hard Disk, 08 GB RAM, 15.6 LED Screen, Backlit Keyboard. **OEM 01 year Warranty.**

2. NETWORK SWITCH .

- a. **16-Port Gigabit Desktop/Rack mount Switch,-Quantity-05,** Plug and play design, no configuration required, included rack mount bracket, **OEM 01 year Hardware Warranty.**

3. USB.

- a. USB 32 GB 3.1.

4. USB HUB.

- a. Six port USB Hub with external power adaptor.

5. KEYBOARD.

- a. Wireless High quality along with USB Ports, **OEM 01 year Warranty.**

6. MOUSE.

- a. Wireless along with Keyboard, **OEM01 year Warranty.**

7. HARD DRIVE.

- a. External Hard Drive:-Capacity-2 TB, USB 3.0, Type-Portable External HDD,
Shockproof, **OEM 01 year Warranty**

Note. The specificationis provided with consultation of Muhib ur Rehman Assistant Professor Computer Science, GCMS Mansehra.

Attention: The Procuring Entity may increase or decrease the quantity or drop some of the items in light of (i) requirements and (ii) availability of budget at that time.

(Mazhar Hussain)
Senior Civil Judge (Admn)
Chairman Procurement Committee
Civil Courts, Mansehra.

B. Liquidated Damages / Penalty.

i) Wherein the Supplier entirely fails to complete deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirements, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.

ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.

iii) If the Supplier fails to supply the whole consignment and not able to deliver to any destination, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for two years for future participation.

iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.

v) In case of late delivery of goods beyond the periods specified in the Schedule of Requirements and subsequent purchase order, a penalty @ 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.

vi) Extension in the delivery period (if any) will be considered by the Purchaser on case to case basis and strictly in accordance with the Rules of Khyber Pakhtunkhwa Procurement of Goods, Works and Services Rules, 2014.

c) Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract.

- i) Transportation: Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.
- ii) Insurance : All insurance charges will be borne by the supplier.
- iii) Custom Clearance: Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.
- iv) Installation: Supplier will install the equipment at the designated place of work, free of charge, give test-run and if required, will impart on job training.
- v) Test-Run / Commissioning: Equipment will be subjected to test-run after commissioning.
- vi) Staff Training: Where required, on job training to be provided to working staff on the equipment to be supplied / installed.
- vii) Initial Maintenance: Supplier will be responsible for initial maintenance of the equipment (repair and parts), for THREE complete years starting from the date of installation/test-run.
- viii) Availability of Spare Parts and Consumables: Supplier will guaranty through reliable means, acceptable to Purchaser, prompt and easy availability of spare parts & consumables for the period of FIVE years (apart from initial three years as in clause vii above), on reasonable rates.
- ix) After Sales Service: Supplier will provide free after sales service from trained and qualified technical staff, free of charge for EIGHT complete years (including three years with parts as mentioned above in clause vii), after the date of installation / test-run.

d) Warranty

The supplier/original manufacturer will provide comprehensive warranty (on Judicial Paper) of free after sales service, maintenance, replacement of parts, and working of the equipment for three years from the date of installation/test-run. Post warranty maintenance contract for another five years, including after sales service with parts, rates (companies to offer percentage (%) of the contract value in the technical bid as mentioned in clause A & B of the evaluation sheet of the bidding document. Warranty and post warranty maintenance contract rate shall be acknowledged from the original manufacturer regardless of change of local authorized dealer.

e) Additional instructions

i. Please clearly indicate the country of origin, wholly or parts, etc. ii. Indicate place/port of shipment. iii. Any state licensing or permission of export/sales/use requirements will be the responsibility of the supplier/manufacturer. Department of Health will not be responsible for any refusal, penalty or delay in this regard. iv. Complete literature on working, installation, circuiting, maintenance to be provided in English language, with the equipment. Comprehensive training of working of the equipment and normal /minor repair, trouble-shooting will be arranged by the supplier/manufacturer, for at least two working staff, at the manufacturers location, prior to shipment/ installation (for complex and high tech equipment).

Section VI. Sample Forms

1. Bid Form and Price Schedules

Date: _____

IFB No: _____

To: District & Sessions Judge, Mansehra.

Gentlemen and/or Ladies: Having examined the bidding documents including Addenda Nos. _____ The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ in conformity with the said bidding documents for the sum of _____ 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, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring entity. We agree to abide by this Bid for a period of _____ days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, 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. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: Name and address of agent Amount and Currency Purpose of Commission or gratuity (if none, state "none") We understand that you are not bound to accept the lowest or any bid you may receive. Dated this _____ day of _____ 20_____ signature] [in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____

S.#	Name of Goods	Quantity	Unit Cost (inclusive of transportation but exclusive of taxes)	Cost of all applicable taxes	Cost inclusive of taxes col (4) + col (5)	Total cost (inclusive of taxes)

Attention: As already stated taxes from non-taxpayers suppliers will be deducted at source; so comparison of price will be made with reference to the column showing cost without taxes.

Signature of Bidder _____

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

2. Bid Security Form

Whereas _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ for the supply of _____ (hereinafter called “the Bid”). KNOW ALL PEOPLE by these presents that WE _____ of _____, having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [Procuring Entity] (hereinafter called “the Procuring entity”) in the sum of _____ for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. THE CONDITIONS of this obligation are: 1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or 2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity: a. fails or refuses to execute the Contract Form, if required; or b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date. [Signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 20 between Procuring Entity of Pakistan (hereinafter called “the Procuring entity”) of the one part and _____ of _____ (hereinafter called “the Supplier”) of the other part: WHEREAS the Procuring Entity invited bids for certain goods and ancillary services, viz., Wheel Chairs, Cooking Range, Cooking Range Hood, patient bed, Walk through gates, Deep Freezers, Cooking burners, Microwave Ovens, Water chillers, LED Screens, Photo copier, computers, Scanners, Printers, Fax Machines, Paper Shredder, Hand Dryer, Electric fan heater, water dispensers, Inverter split Air Conditioners, UPS , acidic Batteries, Wall Clocks, Grass cutting machine, Vacuum cleaner, , Washing Machines, Stabilizer, Sound system for prayer hall, Carpet Hand Made, Carpet for prayer hall, vertical blinds, Waste Bins, Marble Floor cleaning Machines and electric geysers and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (hereinafter called “the Contract Price”). NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to. 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) the Bid Form and the Price Schedule submitted by the Bidder; (b) the Schedule of Requirements; (c) the Technical Specifications; (d) the General Conditions of Contract; (e) the Special Conditions of Contract; and (f) the Procuring entity’s Notification of Award. 3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract 4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, sealed, delivered by _____ the _____ (for the Procuring Entity) Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: Procuring Entity WHEREAS _____ (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. _____ dated _____ 20____ to supply Wheel Chairs, Cooking Range, Cooking Range Hood, patient bed, Walk through gates, Deep Freezers, Cooking burners, Microwave Ovens, Water chillers, LED Screens, Photo copier, computers, Scanners, Printers, Fax Machines, Paper Shredder, Hand Dryer, Electric fan heater, water dispensers, Inverter split Air Conditioners, UPS , acidic Batteries, Wall Clocks, Grass cutting machine, Vacuum cleaner, , Washing Machines, Stabilizer, Sound system for prayer hall, Carpet Hand Made, Carpet for prayer hall, vertical blinds, Waste Bins, Marble Floor cleaning Machines and electric geysers (hereinafter called “the Contract”). AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the Supplier a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____ 20____. Signature and seal of the Guarantors [name of bank or financial institution] [Address] [date]

5. Bank Guarantee for Advance Payment

To: Procuring Entity Gentlemen and/or Ladies: In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, _____ (hereinafter called “the Supplier”) shall deposit with the Procuring Entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of _____ We, the _____ as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____ We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring Entity and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date]. Yours truly, Signature and seal of the Guarantors [name of bank or financial institution] [Address] [date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.] To: District & Sessions Judge, Mansehra. WHEREAS _____ who are established and reputable manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. _____ for the above goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids. _____ [signature for and on behalf of Manufacturer] Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.