

BIDDING DOCUMENT

Tender No. 02/2023-2024

PROCUREMENT OF PLANT & MACHINERY,
HARDWARE/ SOFTWARE AND FURNITURE & FIXTURE



FEDERAL SHARIAT COURT OF PAKISTAN

Constitution Avenue G-5/2, Islamabad.

Phone Number: 051-9203435

www.federalshariatcourt.gov.pk/tenders.

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1. INTRODUCTION OF PURCHASER

Federal Shariat Court of Pakistan (hereinafter to be called "**Purchaser**" established under the Constitution of the Islamic Republic of Pakistan, 1973.

2. Invitation to Bids

- i. The purchaser invites sealed bids from the original manufactures/ authorized distributors, suppliers, resellers etc for supply of Air Conditioners, Desktop computers, ADF Scanner and Furniture & Fixture items for the official use of this Court.

<u>S.No</u>	<u>Description</u>	<u>Qty</u>
1.	<u>Air Conditioners Stand 2 ton (DC Inverter H & C)</u> Gree, L.G. Mitsubishi, Dawlance, Haier 2 Ton Latest Model or equivalent	01 or more
2.	<u>Desktop Computer with all accessories (Branded)</u>	03 or more
3.	<u>HP LaserJet Printer 3 in 1 (Printer, Photocopy and Scanner)</u>	01 or more
4.	<u>ADF Scanner</u>	01 or more
5.	<u>Revolving Chair</u> Cushioned and Steel base (sample can be inspected in office)	02 or more
6.	<u>Center Table Set</u> Sheeshem wood (Sample can be inspected in office)	04 or more
7.	<u>Steel Rack in Cash Brach</u> (Sample can be inspected in office)	

- ii. The Tender Document 2/2023-2024 carrying all details can be downloaded from the website of Federal Shariat Court of Pakistan i.e. www.federalshariatcort.gov.pk/tenders and PPRA website: www.ppra.org.pk.
- iii. For the purpose of this tender, public procurement Rules 2004 (PPRA Rules) shall be strictly followed.

3. Instructions to bidders

- i. As per rule 36(b) of PPRA Rules, 2004 Single stage –two Envelope bidding Procedure, comprising single package containing two separate envelopes shall be followed. Each envelope shall contain separately the Financial proposal and Technical proposal marked as such and in legible

- ii. **Technical bids** will be opened publically in the Federal Shariat Court of Pakistan, Constitution Avenue G-5/2, Islamabad by the Purchase Sub-Committee on **29.02.2024** at 11:30 A.M in presence of the Bidder(s) or their authorized representatives, for which they shall ensure their presence without further intimation. In case, last date of bid submission falls on/within the official holidays, the last date for submission of bids shall be the next working day till 11:00 A.M i.e. before opening of bids at 11:30 am.
- iii. Only Technically qualified bidders shall be informed telephonically for opening of the Financial Proposal(s). The Financial Proposals will be opened in the Conference Room, 1st Floor Federal Shariat Court of Pakistan in presence of the Bidders or their authorized representatives.
- iv. The sealed proposals complete in all respect addressed to the Registrar, Federal Shariat Court shall be delivered in R & I Branch of FSC on dates mentioned in the Advertisement.
- v. The bidder(s) shall participate along with the samples of tender items and proof which are claimed to be equivalent to the specification of the required items.
- vi. All the interested bidders may look the approved samples of Tender items in Store Branch of Federal Shariat Court.
- vii. Bidders are required to provide their samples according to details mentioned in Clause-2 of the Tender document with bidder name along with their Technical Proposals.
- viii. The entire Air Conditioners, Desktop Computers, Printer, ADF Scanner, Chairs and Steel Rack shall be delivered within 10 days from the receipt of the supply / work order.
- ix. In case of any defect appears in Tender items, the short coming shall be fulfilled by the contractor.
- x. The requisite items shall be delivered at the purchaser's Principal seat at Islamabad.
- xi. Rate for each items shall be quoted as per samples approved by the Competent Authority and shall be in Pak Rupees only.
- xii. The Purchaser shall announce details of the participated bidders at the time of opening of Technical/ Financial bids.
- xiii. No bid shall be accepted unless complete in all respect. Further, conditional bids shall not be accepted/ considered.

- xiii. No bid shall be accepted unless complete in all respect. Further, conditional bids shall not be accepted/ considered.
- xiv. The bidder (s) shall submit the list of his Partners/ co-owners/ Directors/ Joint Ventures/ Suppliers along with the bid, if any.
- xv. The bidder(S) shall bear all costs/expenses associated with the preparation and submission of the bids and the Purchaser shall in no case be responsible for those expenses.
- xvi. Bids received after due date/ time shall not be considered.
- xvii. A bid withdrawn after the deadline for submission of the bid and prior to the expiry of the bid validity period shall result in forfeiture of the **2% Bid Security (under Clause 5 of the bid document)**.
- xviii. In case, the successful bidder fails to execute the work order as per terms and conditions laid down in the bid document/ contract (other than delay) or items supplied are found lower in quality, the Purchaser shall have the right to cancel the contract at any time and forfeit 10% Performance Guarantee (under Clause 6 of the bid document).
- xix. There shall be no part payment. The payment will only be made at the successful completion of the contract made by the contractor.
- xx. Before submitting any offer, bidders may consult the Purchaser regarding any query.
- xxi. The Purchaser reserves all rights to accept or reject any bid/ proposal submitted in response to the Advertisement prior to acceptance, reasons will be communicated to the bidder on request.

4. **Bid Validity Period:-**

Bid validity period shall be effective for 120 days from the date of opening of financial bids.

5. **Bid Security:**

Financial bid shall be accompanied by **2% Bid Security** of the total bid amount in the shape of Bank Draft/ Call Deposit/ Banker cheque in favour of D.D.O Federal Shariat Court of Pakistan, which is refundable on request, to the unsuccessful bidder (s) within **two weeks** of the finalization of tender process. Bid security of successful bidders will be returned on their request, after signing of the contract and furnishing of 10% of bid amount as performance guarantee.

6. **Performance Guarantee.**

- i. The successful bidder shall deposit **10% of bid amount** as "**Performance Guarantee**" in shape of Bank Draft/ Call deposit/Banker Cheque in favour of D.D.O Federal Shariat Court of Pakistan, before signing of the contract and taking back 2% bid Security. Performance guarantee shall be retained by the Purchaser till completion of warranty/contract period.
- ii. The purchaser shall have the right to forfeit the "Performance Guarantee", if the contractor violates any of the terms and conditions of the bid document/ contract, except delay in provision of the Tender items for which liquidated damages under clause 7 of the bid document will be imposed.

7. **Liquidated Damages**

If the Contractor fails in timely supply of the required tender items as per delivery schedule, the Purchaser without prejudice to any other right of action/remedy, shall deduct a sum of money @ 01% of the total contract Price as liquidated damages, for every day of delay from the scheduled delivery date(s) to the actual delivery date (s), provided that the amount so deducted shall not exceed, the aggregate 10% of the Contact Price.

8. **Warranty**

The successful bidder shall submit 'one year Warranty Certificate' regarding the durability of the supplied Tender items. The warranty period shall start from the date of delivery of an item.

9. **Evaluation Criteria:**

There will be two types of evaluation i.e.

(A) Technical Proposal Evaluation

(B) Financial Proposal Evaluation.

A. Technical Proposal Evaluation.

- i. The bidder (s) shall provide copies of NTN and STRN Certificates issued from FBR with their bids, as proof of Active Tax Payer.
- ii. The bidder (s) are required to furnish an affidavit **as per Annex-A** alongwith their Technical Proposal, to the effect that the bidder (s) has not been blacklisted by any Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization any where in Pakistan and they have not been involved in any litigation with any client during the last three years.
- iii. The bidder (s) are required to furnish Technical Proposal Submission Forms as per Annex-B along with their Technical Proposals.
- iv. The bidder (s) shall provide documentary proof that they have their operational office within Pakistan.
- v. The bidder (s) shall provide their complete profile giving all necessary details with certificate showing minimum **01 year** relevant experience.
- vi. The samples provided by bidder (s) as per Clause-3 (Vii), shall be evaluated according to the approved sample (s). Therefore, prospective bidders are required to submit all necessary samples with bidder name along with their Technical Proposals.

B. Financial Proposal Evaluation

- i. The bidder (s) are required to furnish Financial Proposal Submission Form (Part of Financial Bid Envelop) **as per Annex-C** along with their Financial Proposals. The financial Proposal shall be accompanied by 2% Bid Security of the total bid price as mentioned in Clause 5 of the bid document.
- ii. The bidder (s) are required to furnish Price Schedule/Financial Cost Sheets **as per Annex-D** along with their Financial Proposals.
- iii. The quoted price shall include all duties, taxes and expenses etc. in case of any exemption of duties and taxes made by the Government in favour of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- iv. In case of discrepancy between the cost/ price quoted in words and in figures, the lower of the two shall be considered.
- v. In evaluation of the price of items which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price shall be determined and considered inclusive of such duties and taxes.

vi. The Purchaser shall 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 full borne by the contractor.

10. Arbitration.

All claims and disputes arising out of or relating to this agreement shall be referred by the aggrieved party to the sole arbitrator i.e. Registrar Federal Shariat Court of Pakistan.

11. Cancellation of Tender

The Competent Authority reserves all rights to cancel the Tender at any stage. Reasons for such cancellation will be communicated on request.

CONTRACT

This Contract is made on _____ (date) , between Federal Shariat Court of Pakistan (the "Purchaser"), on the one part, and Contractor {Full legal name of Contractor}, on the other part individually/ severally liable to the Purchaser for all of the Contractor's obligations under this Contract.

RECITALS

WHEREAS,

(a) The Purchaser has requested the Contractor to provide Tender item(s) according to Bid Document.

and

(b) The Contractor, having represented to the Purchaser that it has the required professional skills, personnel and technical resources, has agreed to provide Tender items, on the terms and conditions set forth in this Contract and Bid document.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The contractor hereby covenants with the Purchaser to supply the prescribed Tender item(s) at the time and in the manner, in conformity with the Terms & Conditions of the Contract and Bid Document.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract price which may become payable, at the time and in the manner, in conformity with the provision of the contract and Bid document, in consideration of supply of the Tender items and complete satisfaction of the Purchaser.
3. The contractor shall supply Tender items in the quantity and at the rates as quoted in the proposal submitted by the contractor and as per prescribed samples mentioned in the bid document within a period of **10 days** from the date of awarding of this contract.
4. In case, any defect appears in Tender items, the shortcoming shall be fulfilled by the contractor.
5. The Tender items shall be delivered at the Purchaser's Principal seat at Islamabad.
6. The contractor shall solely be responsible for any discrepancy or damage to the supplied Tender items.

7. The contractor shall submit "One Year Warranty Certificate" regarding the durability of the supplied tender items. The warranty period shall start from the date of delivery of item(s)
8. Bid Security of 2% of the total bid price by contractor in the shape of Bank Draft/Call Deposit/ Banker Cheque in favour of the D.D.O Federal Shariat Court of Pakistan will be returned to them on their request, after signing of the contract and furnishing of 10% of Bid amount as performance guarantee in shape of Bank Draft/ Call Deposit/Banker Cheque. The "Performance Guarantee" shall be returned after the completion of "Warranty Period".
9. The purchaser shall have a right to forfeit the "performance Guarantee", if the contractor violates any of the terms and condition of the bid document/ contract, except delay in provision of the required Tender items for which liquidated damages under Clause 7 of the Bid document shall be imposed.
10. There shall be no part payment. The payment shall only be made after the successful completion of the commitment made by the contractor in the Bid document and after supply of tender items.
11. All claims and disputes arising out of or relating to this agreement shall be referred by the aggrieved party to the sole arbitrator i.e. Registrar Federal Shariat Court of Pakistan.
12. The terms and conditions mentioned in the Bid document shall be considered part and parcel of this contract agreement.

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

For [Federal Shariat Court of Pakistan]
(the purchase)

for []

WITNESSES:

Name _____

Name _____

Signature _____

Signature _____

CNIC # _____

CNIC # _____

AFFIDAVIT

We, (Name & address of the firm), do hereby declare and solemnly affirm that.

1. We have not been blacklisted from any Government/ semi Government Department/Autonomous Body or Private Company/ Organization.
2. We have not been involved in any litigation with any client during the last three years.
3. We acknowledge that we have read, understood and accepted the terms and conditions of bid document.
4. We understand that the Purchaser shall have the right, at it's exclusive discretion, to require, in writing, further information or clarification of the tender.
5. 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 terms and conditions of tender and are 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-B

TECHNICAL PROPOSAL SUBMISSION FORM

[location, date]

To

The Registrar,
Federal Shariat Court of Pakistan,
Islamabad

Dear Sir,

We, the undersigned, offer to provide the Tender items in accordance with your requirement/ tender Document No.2/2023-2024 and our proposal. We are hereby submitting our Proposals, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our proposal is accepted, to provide Tender items mentioned in the bid document related to the assignment in specified time schedule.

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

We have studied the Tender document and will fully abide by its terms & conditions.

Yours sincerely,

Name and Designation of Signatory with official seal

Name of firm

Address

Annexure-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

To

The Registrar
Federal Shariat Court of Pakistan
Islamabad

Dear Sir,

We, the undersigned, offer to provide the Tender items in accordance with the approved samples as mentioned in Bid Document of Tender No.2/2023-2024. 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 expiry of the validity period as per contract attached.

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

We have studied the tender document and will fully abide by its terms & conditions.

Yours sincerely,

Name and designation of Signatory with official seal

Name of Firm

Address

Annexure-D

PRICE SCHEDULE/ FINANCIAL COST SHEET

<u>S. No</u>	<u>Description/specifications/ standards</u>	<u>Quantity</u>	<u>Bid Rate per unit (Including GST)</u>	<u>Total bid cost amount (Including GST)</u>
1.	<u>Air Conditioners Stand 2 ton (DC inverter H & C)</u> Gree, L.G. Mitsubishi, Dawlance, Haier 2 Ton Latest Model or equivalent	01		
2.	<u>Desktop Computer with all accessories (Branded)</u>	As per specification attached or equivalent	03	
3.	<u>3in 1 printer for Bench Registry, Peshawar</u>		01	
4.	<u>ADF Scanner</u>		01	
5.	<u>Revolving Chair</u> Cushioned and Steel base (sample can be inspected in office)	02		
6.	<u>Center Table Set</u> Sheeshem wood (Sample can be inspected in office)	04		
7.	<u>Steel Rack in Cash Brach</u> (Sample can be inspected in office)	As per requirement/ measurement		

Note: The quantity of items equipments may be changed (increased or decreased) for Sr. No. 07 the bidder may visit the site before submission of bid during office hours for actual measurement.

Specification

1. Desktop Computers:

S.No	Components	Core-i3
1.	Processor (CPU Technology)	Intel Core-i3 (10 th generation or above)
2.	System Memory (RAM)	Expandable 8Gb RAM DDR4/SD RAM
3.	Hard Disk Drive (HDD)	500Gb SSD
4.	Optical Disk Drive	DVD RW
5.	KeyBoard	USB Optical
6.	Mouse	USB Optical
7.	LED Display	Minimum 18.5"
8.	LAN	Gigabit Ethernet port.
9.	Warranty	One Year OEM Distributer, On-site or return-to-base support options.
10.	Operating System	Windows 10 or above(Licensed)
11.	Graphics	Intel R HD Graphics

2. Scanner (Straight paper Path)

Components/ Features	Description
Throughput Speeds (Color)	40ppm/80ipm color at 300 dpi Duplex
Imaging Technology	Dual CIS , Grayscale output bit depth is 256 levels (8-bit); color output bit depth is 24 bits (8 x 3)
Paper Thickness and Weight	Minimum 27 For Thin Documents like Bank Deposit slips & Maximum 430 g/m ² For Thick documents like Hard Card educational certificate (7.2–160 lb. cover stock) Hard card thickness up to 1.25 mm (0.05 in.)
Past Experience & MAL Letter	Bidder Must have supplied quoted brand & model in any government department of Pakistan with 03 satisfactory reports. Bidder should provide Manual Authorization Letter (MAL) Letter
Paper path	Straight Paper Path.
Daily duty Cycle	Upto 4800 pages per day.
Document Feeding Capacity	Up to 75 sheets of 80 g/m ² (20 lb.) paper Handles small documents such as A8, ID cards, embossed hard cards, and insurance cards (portrait and landscape orientations)
Brands	USA, Japan, & Europe only
Warranty	One Year with parts

3. LASERJET 3 in 1 PRINTER

The printer must have Printer, Photocopy and scanner options. For convenience the printer may be like Hp LaserJet Pro MFP M227fdn or equivalent.

Note: Specifications may be subject to change based on availability and advancements in technology. Ensure compatibility of all components and adherence to relevant standards.