

District Judiciary

District & Sessions Judge,
Mansehra

Contact No:0997-301848

Email: sessionscourt_Mansehra@yahoo.com

ACCESS TO JUSTICE DEVELOPMENT PLANT (PJDF)
BID SOLICITATION DOCUMENTS
FOR
SOLARIZATION AND FILTRATION PLANT
2026-2027

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

TENDER REFERENCE NO:

Total Budget

18,50,000/-

ISSUE DATE OF TENDER 05 OCTOBER, 2026

TENDER NOTICE:

Office of the District & Sessions Judge/District Development Committee (DDC), Mansehra, invites sealed bid/tenders under national competitive, bidding for the procurement/supply/installation of the following items/equipments sponsored by "Access to Justice development Fund (AJDF)" in light of Rule 6 (2) (b) "Single Stage two Envelops" procedure of KPPRA Rules 2014 & 2022 for District Courts, Mansehra sealed bids are invited for the supply of following items for the Sessions Courts, Mansehra. Bids should reach the uploaded through EPADS on or before 19-10-2026, which will be opened on the same day at 11:00 AM in the presence of bidders or their representatives. The 3% Bid Security (CDR-Original) in the name of District & Sessions Judge, Mansehra shall be submitted from the account of the firms/bidders/contractors who shall submit the bids.

S#	Items and Description
1	Electric Water Cooler
2	Solar Outdoor lights
3	Mini Filtration Plant
4	Electric Air Blower
5.	AC/DC Ceiling Fan
6.	Filter for filtration plant

TERMS & CONDITIONS:

1. Eligible bidders, who are on Active Taxpayers list (ATL) of FBR and eligible to supply goods/services to Government Departments, can apply. The Earnest money/bid security must reach the office of Budget & Accounts Assistant of District & Sessions Judge, Mansehra on or before 19-10-2026 at 11:00 AM, which will be opened on the same day at 11:00 AM in presence of available and interested bidders or their authorized agents. Terms and conditions in detail are available in bid documents.
2. The offered rates should be including all applicable taxes and will be valid until 30th June, 2027.
3. The complete Tender process shall be carried out through EPADS.
4. The offerers/ bidders must be registered with income tax & sales tax and active on tax payer list of FBR and the Registration Certificates must be attached with the bid documents otherwise bid will not be entertained. The samples shall also be provided at the opening time.
5. Each bid shall comprise a single stage two envelopes containing "**TECHNICAL PROPOSAL**" and "**FINANCIAL PROPOSAL**" respectively.
6. Quantity of each item in all heads can be increased or decreased as per need and the available budget.
7. All Government Taxes and other deductions will be made as per Rules.
8. Incomplete, ambiguous, conditional bids and those received after due date & time shall not be accepted.
9. The Competent Authority reserves the right to reject all or any of the bids under KPPRA Acts 2012 and Rules 2014 & 2022.
10. The complete bidding documents including terms and condition by the interested bidders may be downloaded from "<https://www.portalkp.eprocure.gov.pk>" and District & Sessions Court Mansehra Website "www.dscmansehra.gov.pk"

District & Sessions Judge, Mansehra /
Chairman District Development Committee
Ph: 0997-301848
sessionscourt_mansehra@yahoo.com

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1: GENERAL CONDITIONS FOR BIDDING

1.1 : Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may contact the office of District & Sessions Judge, Mansehra through email/fax or registered post or email at sessionscourt_mansehra@yahoo.com 0997-301848 respectively.

1.2 : Amendment of Bidding Documents

- (a) At any time, prior to the deadline for submission of bids, the competent authority may, for any reason, modify the Bidding Document by issuing an addendum.
- (b) Any addendum thus issued shall be part of the Bidding Document and shall be made available online on the official websites of KPPRA.
- (c) The Competent Authority may at its discretion extend the deadline for the submission of bids.

1.3 : Eligible Bidders

Bidding is open to all firms fulfilling the following criteria:

- (a) The Bidder shall be an original manufacturer/authorized distributor/supplier.
- (b) The Bidder must provide an undertaking for providing on site free after sale service during the warranty period.
- (c) The Bidder should not be blacklisted.
- (d) The Bidder should be on the Active Taxpayer List (ATL) of Federal Board of Revenue (FBR).
- (e) The Bidder should be registered under the Sales Tax Act with a National Tax Number (NTN), General Sales Tax (GST) and Vendor Number.
- (f) Technical staff (number of Technical employees)
- (g) Experiences, supply installation and after sale service of similar equipment (i.e Hardware, I.T Equipment, Plant & Machinery, Furniture and stationery items).

1.4 : Documents Comprising the Bid

The bid shall comprise of the following documents:

- (a) Bid Form (available in the Bidding Document).
- (b) Bidder's information Form (available in the Bidding Document).
- (c) Price Schedule Form (available in the Bidding Document).
- (d) Certification of compliance with the technical specifications.
- (e) Power of attorney in accordance with law.
- (f) Earnest Money/Bid Security.
- (g) Brochures of quoted products.
- (h) Undertaking that quoted product is from the current manufacturing range of the manufacturer.
- (i) Declaration on stamp paper by the Bidder that his firm is not blacklisted.
- (j) Copies of NTN, General Sales Tax, Vendor Number, IBN number and ATL.

1.5: Sufficiency of bid

Each Bidder shall satisfy himself before Bidding as to the correctness of his bid and of the prices entered for the proper execution of the bid.

1.6: Prior to the detailed evaluation of bids, the Procurement Committee will determine whether the Bidder fulfills all requirements of eligibility criteria as per section 1.3. If the Bidder does not fulfill any of these conditions, it will not be evaluated further.

1.7 : Criteria for Bid Evaluation:

- (a) The cost of bid should be inclusive of supply, Networking/installation, after sale services and warranty of the Goods. No separate cost shall be entertained for such work.
- (b) The Goods quoted should be of good quality.
- (c) Bidders must submit a single, clear price for each item. Bids with multiple prices for a single item will be considered non-responsive for that specific item.
- (d) Bidders are not permitted to offer options for each item. The quoted price should be all-inclusive for each item.
- (e) The price quoted shall be delivered duty paid (inclusive of all applicable taxes & transportation charges, if any) price only.
- (f) The bidders cannot bid for partial quantities of an item as specified in the Schedule of Requirement Form.
- (g) Only responsive bidders shall be requested to present sample items at a time and location as may be agreed.
- (h) The bidders may bid for any one or all items as specified in the Schedule of Requirement Form.
- (i) Any bid found as conditional or in any manner what so ever ambiguous will be treated as non-responsive and will be rejected.
- (j) The bidders are required to visit the site for complete survey of the required task, prior to submitting their bids. This will be considered while evaluating their bids.

1.8 : Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Chairman Procurement Committee or Competent Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.9 : Earnest Money/Bid Security

- (a) Each Bidder shall furnish the required Earnest Money/Bid Security in favor of the District & Sessions Judge, Mansehra. The Earnest Money/Bid Security shall be valid for a period as specified in the Bidding Data Form
- (b) Any bid not accompanied by Earnest Money/Bid Security shall be rejected by the Procurement Committee treating it as non-responsive.
- (c) The Earnest Money/Bid Security of an unsuccessful Bidder will be returned to him after the award of the contract.
- (d) The Earnest Money/Bid Security of the successful Bidder(s) will be returned as the Bidder finishes his work satisfactorily.
- (e) The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he fails to timely deliver the good(s).
- (f) The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he withdraws his bid during the period of bid validity or does not accept the correction of his bid Price in pursuance of (3.16) detailed below.

1.10 : The Goods

- (a) The Goods delivered should be new and in no case used or refurbished.
- (b) The Goods should be arranged through legal channels and all duties/taxes (if any) levied by the Government should be paid by the Bidder.
- (c) If the officers concerned of the procurement committee reject any Goods during its opening/ installation due to any justifiable reason, then the successful Bidder will be bound to replace it within the delivery period.

1.11 : Dispute Resolution

In the case of a dispute between the District & Sessions Judge, Mansehra and the successful Bidder, the dispute shall be referred for arbitration in accordance with the laws of the Islamic Republic of Pakistan.

1.12 : Rejection of Bids

Bid may be rejected if:

- a) Eligibility criteria is not met as per section 1.3.
- b) Bid is submitted without the required Earnest Money/Bid Security.
- c) Bid is received after the specified date and time as per the Bidding Data Form.
- d) Specifications and other requirements are not properly adhered to or manufacturer's brochure shows specifications different from those given in the tender.
- e) If the Bidder has no GST, NTN and Vendor Number.
- f) Service center/ workshop is not located in Pakistan.
- g) Any other major discrepancy found in the proposal.

2: SUBMISSION OF BID

(Instructions to Bidders)

2.1 The Bidder is expected to follow all instructions and specifications in the bidding document.

2.2 Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document will be at the Bidder's risk and may result in the rejection of the bid.

2.3 The bid shall remain valid for the period stipulated in the Bidding Data Form.

2.4 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder.

2.5 Official seal shall be affixed on every page of the bid or shall be initialed by the person submitting the bid.

2.6 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.7 The bid shall be delivered in person or sent by registered mail at the address given in the Bidding

Data Form not later than the time and date stipulated therein.

2.8 The bid should be addressed to the chairman purchase committee. The name and address of the Bidder should also be available on the inner and outer envelopes to enable the bid to be returned unopened in case it is declared "Late".

2.9 A bid submitted through fax or e-mail shall not be considered.

2.10 Any bid received after the deadline will be returned unopened to the Bidder.

2.11 The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the District & Sessions Judge, Mansehra prior to the deadline prescribed for submission of bids.

2.12 No bid shall be modified after the deadline for submission of bids.

2.13 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the bid security.

2.14 The prices shall be fixed and must be inclusive of all relevant taxes. If a tax is not mentioned, then the offered price will be considered as inclusive of all prevailing /applicable taxes.

2.15 If these instructions to Bidders are not fully complied with, the bid may be rejected.

3: BID OPENING, CLARIFICATION AND EVALUATION

3.1 The bids will be opened in the presence of the Bidders or their representatives who choose to attend at the time, date and location stipulated in the Bidding Data Form.

3.2 Bidders or representatives of the Bidders who choose to attend shall sign the attendance sheet.

3.3 The Bidder's name, bid prices, the presence or absence of the Bid Security, and such other details as the Chairman, Procurement Committee Mansehra in its discretion may consider appropriate, will be announced at the time of bid opening.

3.4 A substantially responsive bid is one who confirms to all the terms and conditions of the Bidding Document.

3.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.6 The Procurement Committee will evaluate and compare the bids which have been determined to be substantially responsive.

3.7 Chairman, Procurement Committee, shall announce the result of the bid evaluation at least three days (03) days prior to the award of contract.

3.8 Chairman, Procurement Committee may waive of any minor informality or nonconformity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

3.9 No bid shall be rejected at bid opening, except the late bids, which shall be returned unopened to the Bidder.

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

Bid Evaluation:

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

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

3.13 To assist in the examination, evaluation and comparison of bids, the Chairman Procurement Committee may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3.14 The bids will be evaluated as per specifications laid down for each Goods proposed for purchase. The bids which do not conform to the prescribed specifications and terms and conditions of tender, will not be accepted.

3.15 If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If the Bidder does not accept the corrected bid price, his bid will be rejected and his Bid Security shall be forfeited.

3.16 In case of the same rate being offered by two or more Bidders, the deciding factor will be longer period of warranty.

3.17 The financial proposals of bidders whose technical specifications demonstrably meet the requirements outlined in the tender documents will be considered for further evaluation.

4: TIME FOR COMPLETION OF CONTRACT AND WARRANTY (Instructions to Bidders)

Supply of Goods and Services:

a) Goods shall be delivered to office of District & Sessions Judge, Mansehra and installed at required locations within the specified time as mentioned in the Bidding Data Form at the cost of the successful Bidder.

b) If the Bidder fails to deliver any or all of the Goods within the period specified, the Chairman, Procurement Committee, Mansehra, without prejudice to its other remedies under the Contract, deduct from the tender price, as liquidated damages as specified in the General Conditions of Contract (GCC).

4.1 Warranty:

a) A comprehensive on-site warranty period for the Goods supplied must be mentioned. Preference will be given to those who offer maximum warranty period.

b) The warranty period for the Goods shall commence on the date the Procurement Committee's technical members submit their testing report, **not the date of delivery**.

c) If any fault /defect occur in the Goods during the warranty period, it will be replaced by the Bidder at his own risk and cost. Likewise, on site free after sale services will be offered by the Bidder during the warranty/after sales services period.

d) The Bidder shall provide the services of maintenance within 72 hours after filing of a complaint by the Chairman, Procurement Committee, or any technical member of District Judiciary, Mansehra.

e) Successful bidder will be liable to provide at least three-year warranty in case of any defect.

5: PROCESS TO BE CONFIDENTIAL: (Instructions to Bidders)

5.1 No Bidder shall contact procurement committee on any matter relating to his bid from the time of the bid opening to the time the bid evaluation result is announced. The evaluation result shall be announced at least three (03) days prior to Award of Contract.

5.2 Any effort by a Bidder to influence any officer of the procurement committee in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

Where, any Bidder feeling aggrieved may lodge a written complaint not later than three (03) days after the announcement of the bid evaluation result. However, a mere fact of lodging a complaint shall not warrant suspension of the procurement process.

6: AWARD OF CONTRACT

6.1 Award Criteria and Right of the District & Sessions Judge, Mansehra

a) The Chairman, Procurement Committee Mansehra, shall award the Contract to the Bidder(s) whose bid has been determined to be substantially responsive to the Bidding Document.

b) The Chairman, Procurement Committee reserves the right to: -

i. Increase or decrease the quantity of the Goods without any change in the unit price or other terms and conditions.

ii. Accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds by the Procurement committee, Mansehra action except that the grounds for its rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, without justification of the grounds.

c) The Chairman Procurement Committee observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the Bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.

6.2 Notification of Award

Prior to expiry of the period of bid validity, the Procurement committee, Mansehra will notify the successful Bidder in writing that his bid has been accepted.

6.3 Performance Guarantee

The successful Bidder shall be bound to furnish a performance guarantee as provided in the Bidding Data Form.

6.4 Payment and Currency

Payment shall be made in Pak. Rupees after successful installation of the Goods.

6.5 All applicable taxes shall be deducted as per Government Rules.

6.6 Signing of the Contract Form

As the Chairman Procurement Committee, District Judiciary Mansehra notifies the successful Bidder that its bid has been accepted, it will send the Bidder the Contract Form provided in the Bidding Document incorporating all agreements between the parties.

6.7 The successful Bidder shall sign and date the Contract Form and return it to the Chairman, Procurement Committee, District Judiciary Mansehra, within three (3) days of the receipt of the said Contract Form.

Performance Guarantee: The successful bidder shall be bound to provide performance guarantee up to 08% of the bid value.

7: BIDDING DATA FORM

1	Brief description of work:	SOLARIZATION AND MINI FILTRATION PLANT.
2	Bid Currency:	The bid to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees.
3	Deadline for Submission of bid:	19-10-2026 at 10:00 AM
4	Address for submission and opening of bid:	On Line through EPAD Office and opening in the Conference room of Sessions Court, Mansehra.
5	Time and date of: Technical Bid opening; Financial Bid Opening;	Technical Bid Opening: The technical bids will be opened on 19 th of October, 2026, at 11:00 PM. Bidders or their authorized representatives are welcome to attend. Financial Bid Opening: The financial bids of shortlisted bidders will be opened at a later date, following the technical evaluation process. The date and time for the financial bid opening will be communicated to qualified bidders separately.
6	Validity of bid:	Ninety (90) days from the date of bid opening.
7	Value of Earnest Money/Bid Security	Two percent (3%) of the quoted value in the shape of Bank Draft/Pay Order (only) in favor of District & Sessions Judge, Mansehra.
8	Validity of Earnest Money/Bid Security	Sixty (60) days from the bid opening.
9	Time frame for completion:	The successful Bidder shall be bound to supply the Goods at the Office of District & Sessions Judge, Mansehra a period as specified in the Schedule of Requirement Form i.e. (1) Two weeks.
10	Performance Guarantee	Ten percent (10%) of the bid price in the form of a bank guarantee, which shall be retained till the expiry of the warranty period.
11	Warranty period:	Minimum three years & Maximum specified in tender documents against each item.

8. BID FORM

Tender Reference No. _____

Bid Reference No. _____

To:

Chairman, Procurement Committee,
District Judiciary Mansehra

Dear Sir/Madam,

(1) Having examined the Bidding Document, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to supply and complete the installation of the bid Goods.

(2) We, the undersigned, offer to supply and deliver the bid Goods in conformity with the said Bidding Document for the sum of Rs: _____/-.

(3) As security for due performance of the undertakings and obligations of this bid, we submit herewith an Earnest Money/Bid Security as provided in clause 08 of the Bidding Data Form.

(4) We undertake to deliver and complete the supply and installation within the time as provided in the Schedule of Requirement Form.

(5) We agree to abide by this bid up to its validity period as mentioned in the Bidding Data Form and it shall remain binding upon us and may be accepted by us at any time before the expiry of that period.

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

(7) We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid.

Dated: _____ 2026, Signature: _____

Name of Bidder: _____

Address: _____

9: BIDDER'S INFORMATION FORM

Please fill-in the following details:	
M/s:	
Company Owner's Name:	
Company's Business Address:	
IBAN No.	
National Tax Number (NTN) and Date of Registration:	
Sales Tax Registration Number and Date of Registration:	
Vendor Number and Date of Registration:	
Owner's CNIC:	
Signature of Owner's:	
Mobile/Telephone #:	
Email:	
Fax#:	
Authorized Person's Name:	
Authorized Person's Designation:	
Authorized Person's CNIC No:	
Authorized Person's Signature:	
Seal:	

10: CONTRACT FORM

This Agreement made the _____ day of _____ 2026 between the District & Sessions Judge, Mansehra (hereinafter called the "Purchaser") and _____ name of Supplier _____ (hereinafter called the "Supplier").

WHEREAS the Purchaser invited bids for the Goods (as set out in the schedule of requirement form) and has accepted the bid of the Supplier for the supply of all of the Goods and Services for contract price in the sum of Rs: _____ /- in words: _____.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the GENERAL CONDITIONS OF CONTRACT referred to.
2. The following documents collectively referred to as "the Bidding Document" shall be deemed to form and be read and construed as part of this agreement, viz:
 - a. The Bid Form and the Price Schedule Form submitted by the Bidder;
 - b. The Schedule of Requirements;
 - c. The Technical Specification;
 - d. General conditions of contract;
 - e. Special conditions of contract;
 - f. The Award of Contract;
 - g. Earnest Money/ Bid Security; and
 - h. Performance Guarantee.
3. In consideration of the payments to be made by the Purchaser to the Supplier, the Supplier hereby covenants with the Purchaser to provide the Goods and complete the installation thereof in conformity in all respects with the provisions of the Bidding Documents.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and completion of supply/installation, the tender price.

IN WITNESS whereof the purchaser and the supplier hereto have caused this agreement to be executed in accordance with the relevant laws the day and year first above written

Signature of Purchaser		Signature of Supplier	
Date:		Date:	
Seal:		Seal:	
Address		Address	
Witness-1		Witness-2	
Designation:		Designation:	
CNIC:		CNIC:	
Address:		Address:	

11: DETAILED TERMS AND CONDITIONS OF BIDDING PROCESS

- The tender must accompany Firms Registration Certificate, National taxation number and certificate, Sales Tax Registration Certificate and Vendor number. In case of appointment of nominee, if any, his email address, telephone/mobile number and fax number together with proof of nomination.
- The bidder shall furnish documents establishing the bidder's eligibility to bid and qualifications to perform the contract if its bid is accepted. In case of foreign manufacturer, producer or supplier, the following additional requirements shall be fulfilled: -
 - a) *authorization by the foreign firm for the local bidder, in the procuring agency's country, offering to supply goods under the contract;*
 - b) *furnishing of documents establishing that the bidder has the financial, technical and production capability necessary to perform the contract;*
 - c) *the foreign firm/bidder, to annex documentary proof, to the effect that if the contract awarded, it will be represented by a local agent in the procuring agency's country, is equipped and capable to carry out the maintenance, repair and spare parts stocking of the supplies and to fulfill the obligations prescribed in the conditions of the contract/technical specifications; and*
 - d) The rates will remain valid up to 30th June, 2027.
- e) The tender must be accompanied by 2% call deposit as earnest money (refundable) in the shape of Bank draft/Pay Order along with financial proposal in the name of District & Sessions Judge, Mansehra without which the offer will be rejected.
- f) The earnest money of unsuccessful bidders will be refunded on finalization of the tender and in the case of successful bidder it will be retained till completion of work.
- g) The Firms will provide an affidavit on stamp paper of Rs.100/- duly attested by the Oath Commissioner to the effect that it has never been blacklisted.
- h) The bidder shall present a sample piece at the time of bid opening, if possible.
- i) The quoted rate must be inclusive of all taxes/duties/transportation and installation cost to the destination point at District Courts, Mansehra.
- j) Single stage, Two Envelopes method Rule 6(2)(b) will be adopted.
- k) Technical Bids will be opened in the presence of bidders/Contractors or their Representative at the conference hall of District & Sessions courts, Mansehra on closing date at 19-10-2026 at 11:00 AM, Whereas financial bids of shortlisted bidders will be opened at a later date, following the technical evaluation process. The date and time for the financial bid opening will be communicated to qualified bidders separately.
- l) The Chairman Procurement Committee with the approval of the District & Sessions Judge/Competent Authority reserve the right to modify the Bidding Document at any time prior to the deadline for submission of bids by issuing an addendum. Any addendum issued by Competent Authority shall be part of the Bidding Document and will be available online on the official website of KPPRA & EPADS.
- m) Price and general sales tax must be quoted in Pakistani Rupees.
- n) All applicable taxes shall be deducted as per Pakistan taxation laws.
- o) All items shall be supplied as per supply order, failing which the call deposit shall stand forfeited.
- p) Delivery period shall be Fifteen(15) days after supply order.
- q) The firm shall provide after sales service, on usual terms and conditions, provided in the relevant rules.
- r) Only the firms/authorized dealers registered with Sales Tax Department should submit their tenders.
- s) The procurement is subject to financial and technical evaluation by the competent authority/committee/Experts.
- t) An affidavit regarding provision of original/genuine items will be submitted by the successful bidders on the stamp papers of Rs.100/- which will be duly attested by the Oath Commissioner.
- u) Specification of all the electronics items is mentioned in the tender document.

- v) Income Tax clearance certificate for the year 2025-26 shall be attached with the tender forms otherwise the tender will be rejected.
- w) Tempered/over written rates will not be accepted.
- x) The suppliers must have established offices in Pakistan and same shall be visited by Purchase Committee/Competent Authority.
- y) The Competent Authority reserves the right to increase or decrease the quantity of the items/goods.
- z) The successful contractor/bidder will be awarded the contract and the contractor will be bound to make the supply of the required items as per time period and date fixed in the contract.
- aa) The successful bidders will execute an agreement with the District & Sessions Judge, Mansehra/Competent Authority on a stamp paper of Rs.100/- or more duly attested by Oath Commissioners to the effect that the Firm will supply the required items within the stipulated time without cost escalation.
- bb) The District & Sessions Judge, Mansehra/Competent Authority has the right to cancel the contract partially or entirely, at any time, if the supply is found substandard, short in quantity or in case of failure to supply the same in time and as a consequence the security amount will be forfeited and such firm will be declared black listed. An attested affidavit shall also be submitted to the effect that firm should not have been involved in litigation in such like matters, and if found so, shall be black listed.
- cc) Submission of any false statement or concealment of material facts shall render the bidder disqualified.
- dd) KPPRA rules and regulations will be followed during all the process of tender/bid.
- ee) The Chairman Procurement Committee/Competent Authority reserves the right to accept or reject any or all the bids/proposals without assigning any reason(s) as per KPPRA rules and bidder/contractor will not claim for any compensation of any nature whatsoever.
- The sealed bid/proposal complete in all respect should reach the Office of District & Sessions Judge, Mansehra /Competent Authority on or before 19-10-2026 at 10:00 AM. The technical bid will be opened on the same day 11:00AM in the presence of bidders or their authorized representatives.
- The successful contractor/bidder will provide ~~at least~~ three years warranty for the replacement or repair of the procured goods falling in the warranty period.
- Payments will be made to the contractor/bidder on completion of supply within the stipulated period, amicably agreed upon by the parties, in the contract agreement, after submission of physical verification/inspection report by the procurement committee and approved by the Competent Authority.

12: GENERAL CONDITIONS OF CONTRACT

1. Definitions	1.1 In this Contract, the following terms shall be interpreted as indicated: a) "The Bidding Document" shall include the following documents and forms: i. Invitation to Bid, ii. General Conditions for Bidding, iii. Instructions to Bidders, iv. Bidding Data Form, v. Schedule of Requirement Form, vi. Technical Specifications, vii. Bid Form, viii. Price Schedule Form, ix. Contract Form, x. General Conditions of Contract, and xi. Special Conditions of Contract. b) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Purchaser and Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein. c) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. d) "The Goods" means all of the items mentioned in the Price Schedule Form which the Supplier is required to supply to the Purchaser under the Contract. e) "The Services" means installation and other services ancillary to supply of Goods covered under the Contract. f) "GCC" means the General Conditions of Contract contained in this section. g) "SCC" means the Special Conditions of Contract. h) "The Purchaser" means the organization purchasing the Goods, as named in SCC. i) "The Supplier" means the entity supplying the Goods and the services. j) "Day" means calendar day. k) "The Installation Site," where applicable, means the place named in SCC
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. Standards	3.1 The Goods and the Services 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.
4. Inspections and	4.1. The Purchaser or its representative shall have the right to inspect and/or

Tests	to test the Goods and the Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes, 4.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser. 4.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse. 4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract
5. Packing	5.1 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.
6. Delivery and Documents	6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirement Form. 6.2 For purposes of the Contract, Delivered Duty Paid (DDP) trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes.
7. Transportation	7.1 The Supplier is required under the Contract to transport the Goods to the Office of District & Sessions Judge, Mansehra.
8. Warranty	8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused 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 Purchaser's specifications) or from any act or omission of the Supplier, 8.2 This warranty shall remain valid for a period specified in the Bidding Document after the Goods, or any portion thereof as the case may be, have been delivered to and accepted. 8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 8.4 Upon receipt of such notice, the Supplier shall, within the period specified in sec and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser. 8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in sec, the Purchaser 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 purchaser may have against the supplier under the contract.
9. Payment	9.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and upon fulfillment of other obligations stipulated in the contract.
10. Contract Amendments	10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and the Supplier.
11. Assignment	11.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this contract.
12. Delays in the supplier's performance	12.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement Form. 12.2 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 Purchaser 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 Purchaser 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. 12.3 Except as provided under GCC Clause 15, 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 13, unless an

	extension of time is agreed upon pursuant to GCC Clause 12.2 without the application of liquidated damages
13. Liquidated Damages	13.1 Subject to GCC Clause 15, 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 Purchaser 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 14
14. Termination for Default	14.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 12.2; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. 14.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser 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 Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
15. Force Majeure	15.1 The Supplier shall not be liable for forfeiture of its bid 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. 15.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 15.3 if a Force Majeure situation arises; the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.
16. Notices	16.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's address specified in SCC and by facsimile. 16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
17. Taxes & Duties	17.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser

13. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause1)

GCC 1.1(h) - The Purchaser is: The District & Sessions Judge, Mansehra.

GCC 1.1(i) - The Installation Site is: District & Sessions Courts Mansehra

Inspections and Tests {GCC Clause 4}

GCC4.1-Inspection and tests prior to supply of Goods and Services at final acceptance are as follows:

The Purchaser or its representative shall have the right to inspect and or to test the supplies at the Office of District & Sessions Judge, Mansehra to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

2. Packing (GCC Clause5)

GCC 5.1 - **Packing & Accessories:** The Bidder shall deliver the supplies at Office of District & Sessions Judge, Mansehra in scratch less condition with all the manufacturer supplied accessories.

3. Warranty (GCC Clause8)

GCC8.2- The warranty period of the Goods and Services shall be as indicated in the Bidding Document. 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.

b) GCC 8.4 & 8.5- The period for correction of defects in the warranty period is 30 days.

4. Liquidated Damages: (GCC Clause 13)

GCC 13.1-Applicable rate: Applicable rates shall not exceed five (5) % per week and the maximum shall not exceed ten (10) % of the contract price.

5. Payment (GCC Clause9)

GCC 9.1 –The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

a)Payment shall be made in Pak.Rupees.

b)On Acceptance: Hundred (100) percent of the Contract Price of the supplies delivered and received shall be paid after submission of claim supported by the acceptance certificate issued by the Purchaser with Performance Guarantee.

6. Governing language (GCC Clause 18)

GCC 20.1-The Governing language shall be English.

7. Notices (GCC Clause,16) Purchaser's address for notice purposes:

Name of Officer:

Complete Address: Office of District & Sessions Judge, Mansehra

Phone Number: 0997-301848

Supplier's address for notice purposes:

Name of Officer:

Complete Address:

Phone Number

Signature: _____ Seal: _____

14. TECHNICAL SPECIFICATIONS

1. Electric Water Cooler (10 in numbers)

Stainless steel body, 2 taps, cooling capacity 40–45 Ltr/hr, compressor cooling, thermostat control, 220–240V, 50Hz

2. Solar Outdoor Lights with Pole (08 in numbers)

100W DC LED solar light, built-in solar panel and rechargeable battery, automatic dusk-to-dawn operation, IP65 waterproof, complete with 4–6 meter pole and mounting accessories.

3 Mini Water Filtration Plant (one in number)

RO filtration plant, 400 GPD, multi-stage filtration, booster pump, RO membrane, sediment and carbon filters, complete with 200-liter storage tank, fittings and installation.

4 Electric Air Blower (02 in numbers)

600–800W electric blower, 220–240V, 50Hz, 13,000–16,000 RPM, blower nozzle and standard accessories

5 AC/DC Ceiling Fan (35 in numbers)

56-inch ceiling fan, AC/DC operation, energy-efficient copper winding motor, 3 blades, multiple speed settings, low power consumption, remote control, 220–240V AC, 50Hz, suitable for solar/UPS operation, complete with standard accessories.

6 Filter for Filtration Plant (04 in numbers)

Note: Bidder will be responsible for providing free onsite support and warranty. Likewise, Bidder will also be responsible for complete warranty claim; from collection of item/equipment from the site to the manufacture/distributor, and same will be deliver to the installed location.

SD xxx

(Hafiz Umair)
XEN, C&W, Mansehra
(Member).

SD xxx

(Muhammad Farooq)
Finance & Planning, Mansehra
(Technical Member).

SD xxx

(Arbab Aziz Ahmad)
District & Sessions Judge, Mansehra
(Chairman)