



**Peshawar Institute of Cardiology  
(MTI)  
BID SOLICITATION DOCUMENTS  
For  
RATE CONTRACTING OF OFFICE FURNITURE  
2021-2022  
PIC-048**

S. No	Name of Item	Bid security	Pre-Bid Meeting	Tender Process
1	Office Furniture (3rd Time)	200,000	08-02-2022	Single Stage Single Envelope

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, 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.

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## 1. INTRODUCTION:

Peshawar Institute of Cardiology Medical Teaching Institution (PIC-MTI) invites sealed bids from the eligible bidders Firm/Company/Distributor for procurement of **Office Furniture** for Peshawar Institute of Cardiology through open Competitive Bidding under rule 6(2) (b) **“Single Stage Single Envelope”** bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<b>Description</b>	<b>Dates</b>
<b>Pre-bid meeting</b>	<b>08-02-2022 at 10:00 am</b>
<b>Last date and time for Bid submission</b>	<b>23-02-2022 11:00 hours &amp; 11:30 Hours</b>
<b>Bid Security</b>	<b>Rs: 200,000/-</b>
<b>Tender Process</b>	<b>Single Stage Single envelope</b>

## 2. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes marked **“1-Technical Bids”** and **“2-Financial Bids”** which should be packed in one outer envelope.
3. Bids will be opened on **23-02-2022** at **11:30 am** in presence of the bidders/representatives who choose to attend.
4. Pre-bid meeting with the interested bidders will be held on 08-02-2022 at 10:00 AM hrs in Material Management Department PIC- MTI.
5. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
6. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
7. The bid should be complete in all respect and must be signed by the bidder.
8. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes. PIC Peshawar is exempted from GST.
9. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.

10. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
11. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
12. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
  - a. Received without earnest money;
  - b. It is received after the date and time fixed for its receipt;
  - c. The tender document and the bid is unsigned;
  - d. The offer is ambiguous;
  - e. The offer is conditional i.e. advance payment, or currency fluctuations etc.;
  - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Dep't;
  - g. Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted, the quoted Price must be pre printed and hand written quoted price will not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
13. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
14. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
15. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
16. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
17. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the PIC-MTI Peshawar's future bids.

### **3. ELIGIBILITY CRITERIA:**

- Submission of supporting documents to the below requirements is mandatory. Failing to submit any of the below document shall result in non-responsiveness of the bidder.
  - I. Firm/Company/Manufacturer/Authorized Dealer/Individual registered with relevant legal/professional body; (Attach certificate of registration)
  - II. Registered with FBR and on Active Tax Payer List (ATL) of FBR; (Attach certificate of registration)
  - III. Registered with Khyber Pakhtunkhwa Provincial Revenue Authority in sale tax on services; (Attach certificate of registration)
  - IV. Successfully completed at least two (02) similar contracts, each valuing PKR five (03) Million or more in last three (03) years; (Attach contract agreements/completion certificates)
  - V. An affidavit on stamp paper duly attested by the Oath Commissioner to the effect that the firm has not been blacklisted by any Federal or Provincial Public Entity.
  - VI. Bid Security in accordance with Para 07 of this BSD

### **4. PRICES: -**

The unit rate and the prices to be quoted by the bidder shall be in Pak Rupees. The bidder shall fill in rates and prices for all items of the Statement of Requirement with Specification. Items against which no rate or prices is entered by the bidder will not be paid for by the Employer when the contract is executed and shall be deemed to be covered by rates and prices for other items in the Statement of Requirement with Specification. All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the rates and prices and the total Bid Price submitted by the bidder. The total sum (Bid Price) in Statement of Requirement with Specification shall be Contract Value. The rates and prices are fixed and are not subject to change during currency of the contract. In evaluating the bid, the Employer will adjust for any arithmetical errors as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

### **5. EVALUATION CRITERIA**

Offers having no reservations to the terms and conditions, and meeting the requirements regarding Statement of Requirement with Specification and documentation mentioned paragraph 03 above shall be declared as substantially responsive. The Employer shall evaluate and compare the prices of only those quotations determined to be substantially responsive.

### **6. AWARD OF CONTRACT:**

Substantially responsive bidder offering the lowest evaluated price will be asked for provision of sample of each quoted item before issuance of Letter of Award. After

affirmative determination of the provided samples, if passed by the Sample Evaluation Committee, the substantially responsive lowest evaluated bidder (total Lowest for all items) will be notified for award of contract by issuing a Letter of Award. If the provided sample is rejected by the Sample Evaluation Committee, the contract may be offered to next substantially responsive lowest bidder.

**7. BID SECURITY:**

- (a) Bid security shall be submitted to the amount of 200,00/- in shape of Call Deposit Receipt (CDR) from the account of bidder who wish to submit bid from scheduled bank of Pakistan in the name of Hospital Director Peshawar Institute of Cardiology. A bid not accompanied by compliant bid security shall be rejected as non-responsive;
- (b) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's sign the Contract Agreement;
- (c) The bid security of successful bidder shall be returned after the completion of contract;
- (d) The Bid security shall be forfeited:
  - If a bidder withdraws his bid during the period of bid validity; or
  - If a bidder doesn't accept the correction of his Bid Price, pursuant to Para above; or
- (e) In the case of a successful bidder, if he fails to:
  - Sign the Contract Agreement in accordance with Para below;

**8. SIGNING OF CONTRACT:**

- (a) Promptly after issuance of Letter of Award, the Employer shall send the successful Bidder the Form of Contract.
- (b) Within fourteen (14) days of receipt of the Form of Contract, the successful Bidder shall sign, date, and return it to the Employer.

**9. BID VALIDITY:**

- i) The bids should be valid for a period of 30-6-2023.
- ii) In exceptional circumstances, PIC-MTI Hospital may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided 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.

**10. GENERAL CONDITIONS: -**

- 1. PIC Peshawar shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
- 2. Alternative bid shall not be considered and shall be rejected by the Competent

Authority.

3. At any time prior to the deadline for submission of bids, PIC-MTI Peshawar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
4. 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.
5. PIC-MTI Peshawar may accept or reject any or all of the bids under KPPRA Rules, 2014.

PIC (MTI)

**INVITATION FOR BIDS**

**REF No. PIC-048**

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.
2. Peshawar Institute of Cardiology (PIC-MTI) invites sealed Bids from Manufacturer and Authorized distributes registered with Income Tax and reflected on Active Tax Payer list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in favour of Hospital Director. Peshawar Institute of Cardiology.

S.No	Name of Item	Bid security	Tender Process
1	Calibration Tools	100,000	Single Stage Single Envelope
2	Office Furniture (3 <sup>rd</sup> Time)	200,000	Single Stage Single Envelope





3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
4. Income Tax, stamp duty and Professional Tax or any other Government tax will be charged as per rules
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) or KPPRA (<http://www.kppra.gov.pk/kppra/>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A Pre-Bid Meeting will be held on **February 08, 2022 at 10:00 AM (PST)** at the office of the Material Management Department of Peshawar Institute of Cardiology (PIC-MTI) Prospective Bidder are encouraged to attend the meeting.
8. Bids are to be delivered to the office of the Manager Material Management Department of Peshawar Institute of Cardiology (PIC-MTI) on or before **February 23, 2022 at 11:00 AM (PST)**.
9. Bids shall be opened on the **same day at 11:30 PM (PST)** in the presence of bidders who choose to attend.
10. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) and KPPRA (<http://kppra.gov.pk>).
11. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.





**Hospital Director**  
Peshawar Institute of Cardiology (PIC-MTI)  
**5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,**  
**Ph: +92 91 9219645**










# **11. STATEMENT OF REQUIREMENT WITH SPECIFICATION**





## **Office Furniture list 2021-22**

S #	ITEM NAME	SPECIFICATION	PRICE	Unite Price inclusive of Taxes
1.	CENTER TABLE LARGE	<b>Size:</b> length 900mm x 600mm. frame made of wood with 25mm thickness and top made of venboard with fine polish finishing.		
2.	CENTER TABLE SMALL	<b>Size:</b> length 500mm x width 500mm. frame made of wood and top made of venboard with fine polish finishing.		
3.	OFFICE CHAIRS	<b>Seat size:</b> 460mm x 460mm. back size 460mm x 230mm. seat height 460mm. Arms height 650mm. Arms 02 Nos size 450mmx 55mm x 25mm. legs width 25mm. structure made of shesham wood and cushioned with best quality polish.		
4.	EXECUTIVE REVOLVING CHAIRS	Professional dual function ergonomic high back leather chair with adjustable padded arms, thick padded contour seat and back with built in lumbar support, one touch pneumatic seat height adjustment dual function control, back height adjustment, padded height and width adjustment arms, heavy duty base, dimension 46", height 27.5", seat dimension: height 20.5" x width 19.5" x depth 5", back dimension: 20.5" width 26.25" x height 5" thick.		

5.	REVOLVING CHAIRS	Height back (750mm), black leatherette seat and back with molded foam cushion, lockable tilting mechanism pneumatic height adjustment, five legged steel base with heavy duty twin caster and polyurethane arms.		
6.	OFFICE TABLE LARGE	Free standing table Size: length 1500mm x 900mm x height 750mm. 03 drawers on one side. Each drawer size: 450mm x 425mm & with best quality channel and handle. One upper drawer is installed with heavy duty best quality lock. Keyboard tray of standard size for CPU with best quality wheels. Heavy duty strips for good step. Table structure made of best quality shesham venboard and finishing with antique polish. Drawers, table edges and Table base should be mad of wood.		
7.	CHAIRS For Waiting Area	03 seater steel chairs, 18 gauge steel heavy duty, dimension sapn: 1772 x 790 x 810mm, seat height 400mm, chrome colour and weight more than 35 kg. Back and Down side shall be S.S rod for proper support of banch.		
8.	CHAIRS For General Use	<b>Seat size:</b> 475mm x 475mm. back size 470mm x 250mm seat & back cushioned back cushioned with black leatherette upholstery and armrests matching the Sr. Executive chair and chrome sled legs.		

9.	WOODEN CUPBOARD	<b>Size:</b> length 1800mm x width 1200mm x depth 450mm. 04 shelves and central partition. Height between shelves 425mm. 02 doors with heavy duty lock mechanism and best quality handle, structure made of best quality 25mm lamination. Base is strongly supported by 18 gauge 25mm mild steel square pipe. 04 Nos 25 x 25mm rubber shoes good quality.		
10.	OFFICE TABLE SMALL	<b>Free standing table Size:</b> Length 1200mm x 750mm x height 750mm. 03 drawers on one side. Each drawer size 450mm x 425mm & with best quality channel and handle. One upper drawer is installed with Heavy duty best quality lock. Keyboard tray of standard size with best quality channel. CPU tray standard size for CPU with best quality wheels. Heavy duty strip for food step. Table structure made of best quality shesham venboard and finishing with antique polish.		
11.	OFFICE TABLE FOR MANAGERS	<b>Free standing table size:</b> length 1800mm x 900mm x height 750mm. 03 drawers on one side. Each drawer size 450mm x 425mm & with best quality channel and handle. One upper drawer is installed with heavy duty best quality lock. Keyboard tray of standard size with best quality channel. CPU tray of standard size for CPU step. Table structure made of best quality shesham venboard and finishing with antique polish.		

12.	OFFICE TABLE ADMIN	<b>Free standing table Size:</b> length 1500mm x 900mm x height 750mm. 03 drawers on one side. Each drawer size: 450mm x 425mm & with best quality channel and handle. One upper drawer is installed with heavy duty best quality lock. Keyboard tray of standard size for CPU with best quality wheels. Heavy duty strip for good step. Table structure made of best quality shesham venboard and finishing with antique polish.		
13.	EXECUTIVE OFFICE TABLE	<b>Size:</b> Length 6.5ft x width 3.5ft x height 2.5ft. 03 drawers on one side while 02 drawers & one box on another side. Each drawer size: length 450mm x width 425 mm & with best quality channel, handle & heavy duty locking mechanism. MDF material made beveled edges, rounded corners, integrated cable and mahogany finished.		
14.	SIDE TABLE	<b>Size:</b> length 900mm x 325mm, 02 shelves, keyboard of standard size with best quality channel, 01 lockable drawer with channel and lockable standard size box. Structure made of best quality shesham venboard & fine polish finishing.		
15.	WOODEN BENCHES WITHOUT BACK SUPPORT (For Ward)	<b>Wood work:</b> Top strips 06 Nos in quantity size 1200mm x 50mm x 20mm, strips made of hard seasoned shesham wood.  <b>Steel frame structure:</b> Steel frame made of 18-gauge mild steel square pipe structure consist of 02 Nos top long rails of frame of size 1175mm x 25 x 25mm. Legs 04 Nos of size 450mmx25x25mm. center support rail 01 Nos of size 1175mm x 25x25mm. Rubber shoe 04 Nos of best quality. Nails (steel/brass)		

		and lacquer, thinner, powder coated paint & wood sealer must be ICI or equivalent.		
16.	SOFA SET WITH TABLE (For Executive Office)	<p><b>05 Seater sofa set:</b> (3+1+1) with arms. Structure made of good quality wood and seat &amp; back cushioned completely with best quality foam and leather.</p> <p>Center table with sofa set size: length 3ft x width 2ft. frame made of wood and top made of vem board with 5mm glass &amp; fine polish finishing.</p>		
17.	SIDE TABLE FOR OFFICE (Wooden)	<p><b>Size:</b> Length 900mm x 325mm. 02 shelves, 01 lockable drawers with best quality channel, 01 lockable standard size box. Structure made of best quality shesham venboard &amp; fine polish finishing. Table and Key board shall be made of wood.</p>		
18.	SOFA CUMBED (03 Seater)	<p><b>Standard size:</b> 03 seater, seat and back cushioned with best quality foam &amp; cloth/ rakcin, longer service life, termite resistance, dimensional accuracy and quality finishing.</p>		
19.	BOOK CUPBOARD (Wooden)	<p><b>Size:</b> Height 1800mm x width 1200mm x depth 450mm, 04 shelves (height between shelves 400mm) with central partition, structure made of best quality lamination.</p>		
<b>Total Price Inclusive of Taxes</b>				

**Note:** Bidder must have quoted for all the above items. Items against which no rate or prices is entered/quoted by the bidder will not be paid for by the Employer when the contract is executed and shall be deemed to be covered by rates and prices for other items in the Statement of Requirement with Specification.

## **BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR**

### **Conditions for Blacklistment of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014**

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- Consistent failure to provide satisfactory performances.
- Found involved in corrupt/fraudulent practices.
- Abandoned the place of work permanently

### **Conditions for debarment of Defaulted Bidder/Contractor**

- Failure or refusal to;
- Accept Purchases Order / Services order terms;
- Make supplies as per specifications agreed:
- Fulfill contractual obligations as per contract
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Peshawar Institute of Cardiology Peshawar.

### **Procedure for blacklistment and debarment**

1. Competent authority of Peshawar Institute of Cardiology may on information, or on its own motion, issue show cause notice to the bidder.
2. The show because notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.



5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.
9. The duration of debarment may vary up to five years depending upon the nature of violation.

#### **REDRESSING OF GRIEVANCES**

1. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
3. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
5. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

#### **9. Payment:**

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply, installation/inspection and test run of all requisite items.

## 10. FORM OF CONTRACT

**Name of Contract:** Office Furniture for Peshawar Institute of Cardiology Pic-MTI

**Contract Number:** PIC-048

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022 between Peshawar Institute of Cardiology PIC-MTI on the one part (hereinafter called the Employer) and \_\_\_\_\_ (hereinafter called the Contractor) on the other part.

Whereas the Employer has called for Invitation for Bids for “**Office Furniture for Peshawar Institute of Cardiology Pic-MTI**” to be performed by the Contractor viz Contract “**Office Furniture for Peshawar Institute of Cardiology Pic-MTI**” (hereinafter called “the Contract” and the Contractor has submitted a Bid for the Contract and the Employer has accepted the Contractor’s Bid dated \_\_\_\_\_ for the execution and completion of the Contract and the remedying of any defects therein. Peshawar Institute of Cardiology PIC-MTI has accepted the Bid under Contract at the sum of PKR \_\_\_\_\_ (in words) \_\_\_\_\_ (in figures), hereinafter called “the Contract Price”.

Now this Contract witnesses as follows;

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz;
  - (i) The Letter of Award
  - (iii) Terms and conditions
  - (iv) Bid Solicitation Documents
  - (v) Statement of Requirement with Specification
3. The Contractor hereby covenants to execute the Works fully described in the contract in a professional and workmanship like manner in accordance with the Terms and Conditions of the Contract.

In witness whereof the parties thereto have caused the Contract to be executed the day and year first before written.

Signature and seal of the Employer:  
Contractor:  
FOR AND BEHALF OF

Signature and seal of the  
FOR AND BEHALF OF

Name of Authorized Representative  
Representative

Name of Authorized



## Terms and Conditions

**Name of Contract:** Office Furniture for Peshawar Institute of Cardiology

**Contract Number:** PIC-048

**Completion Period:** Rate Contract/Frame Work Agreement.

### **DEFINITIONS:**

- a. **'Consideration'** means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. **'Equipment'** means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. **'Services'** means those services ancillary to the supply of the Equipment, 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 Second Party.
- d. **'Project Site'** where applicable, means the place or places named in this Agreement Deed.
- e. **'Day'** means a calendar day.
- f. **'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.
- g. **'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.
- h. **'Force Majeure'** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

1. Prices contained in the Form of Quotation shall remain firm and fix and not subject to any adjustment during currency of the contract.
2. Upon delivery, the Supplier shall provide the following documents to the Purchaser:
  - (i) Manufacturer's warranty certificate (where applicable);  
and
  - (ii) Certificate of origin (where applicable).
3. The Contractor shall confirm compliance with the specifications mentioned in the Statement of Requirement with Specification.
4. The Contractor remedy all defects without any cost to Employer within 07 days of notification by the Manager/Officer in charge to be notified by the Employer during the period of execution of the contract and thereafter defects notified within the defect liability period;
5. The Employer reserves the right to terminate the contract due to unsatisfactory performance within 10 working days after giving a written notice.
6. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Manager/Officer in charge shall certify that the contract has been frustrated. In such an event, both the Employer and Contractor will have a right to terminate the contract by giving 10 working days' notice to the other party without any financial repercussions on either side.
7. Payments after termination or frustration shall consider the value of work completed and materials delivered by the Contractor;
8. The Contractor will in all cases abide by the directions of the Manager/Officer in charge.
9. No part of the works shall be subcontracted without prior approval of the Employer.
10. New items of work performed as ordered by the Manager/Officer in charge will be paid at the mutually agreed rate and in case of any disagreement between the Contractor and the Manager/Officer in charge, the latter will fix the unit rate(s) that will be binding on the Contractor;
11. The Law governing the contract shall be applicable laws of Islamic Republic of Pakistan;
12. The Contractor shall be responsible for the safety of all the activities and any damages to the existing infrastructure on the Site. Contractor shall be responsible for the repair of any damage(s) caused during execution of the contract and bringing it back the condition before damage to the satisfaction of Manager/Officer in charge.
13. During execution of Contract, the Office Furniture Sample Evaluation Committee will carry out inspection to verify that supply Items are in accordance with the required specifications
14. The Contractor is responsible for all taxes, duties. levies, etc. in accordance with the laws of the Islamic Republic of Pakistan; and
15. The disputes between the Employer and the Contractor arising between them under or in connection with the Contract shall be resolved amicably. In the event the dispute remains unresolved between the Employer and the Contractor, the dispute shall be settled in accordance with the provision of the Arbitration Act 1940 of Pakistan.

16. Payments to the Contractor shall be made after completion of supply.
17. The defect liability period will be (06) months after taking over of all completed supply under the Contract by the Employer.
18. All Appliances/Goods provided by the Contractor under the Contract shall be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Employer.
19. The contractor shall provide manufacturer's or supplier's warranty certificate and certificate of origin with the delivered goods.
20. In case the Second Party failed to complete the supply till the due date i.e. 90 days from issuance of Purchase Order for items to be imported, 60 days for item to be local manufacturer and 30 days for items locally available, a penalty as per detail below will be charged from the Second Party;
  - a. Penalty @ 2% for late supply till 15 days after the due date.
  - b. Penalty @ 5% for late supply beyond 15 days after the due date
21. The Second Party shall be responsible for the transportation of the Equipment and the transportation charges incurred thereof. The Second Party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (Imported Items) from the date of execution of this agreement or as extended or reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law. A fine up to ten percent (10%) of the Consideration shall also be inflicted against the Second Party.
22. The Second Party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment.
23. The First Party will be at liberty, at all times and shall have the right to return the Equipment, provided/delivered by the Second Party with regard to quality, quantity, value or otherwise fitness for use. Notwithstanding anything contained hereinabove, it is hereby agreed by both Parties that the First Party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
24. If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.