



FINANCE DEPARTMENT GOVERNMENT OF SINDH

TENDER INQUIRY NO. FD (CTC-I) 03 (03) / 2014-2015

BIDDING DOCUMENTS

| | |
|--|---|
| Name of Tender: | Uniform & Liveries For the staff of Finance Department |
| Official Address: | Room No. 171, Care Taker Cell, Finance Department, Building No. 06, A.K Lodhi Block, Sindh Secretariat, Kamal Atta-Turk Road, Karachi. |
| Phone No: | 021-99222113 |
| Closing Day, Date & Time For Collecting of RFQ: | Wednesday, 06th May, 2015 at 05:00 p.m |
| Tender Opening Day, Date & Time: | Thursday, 07th May, 2015, at 1:00 p.m |
| Cost of Documents: | Rs. 1,500/- (Rupees Fifteen Hundred) Only |

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IMPORTANT NOTE:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components or Goods as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Documents at the later stages during Tender process.

APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES-2010 (AMENDED-2013):

This Bidding Process will be governed under Sindh Public Procurement Rules-2010, as amended from time to time.

INTRODUCTION:

The Finance Department, Government of Sindh situated in the premises of Sindh Secretariat located in Building No.06 at Kamal-Attaturk Road Karachi, wherein Various Sections are working regarding the Budget Matters of Government of Sindh.

During Every Year this department distributed the Summer & Winter season Uniform items for its junior category Staff of Class-IV, which includes the Naib Qasid / Chowkidar / Sweepers / Machine Operators / Daftri / Drivers / Dispatch Riders / Helpers / Lift Operators / Electrician / Mali & Generator Operators. Hence this Department has seeking proponents/professionals who supplies the Best quality of Uniform Items in reasonable cost including good quality unstitched Fabric in pure white or Egg White Color whose stitching charges for each employee will be paid by the Bidder, Size Fitted Stitched Good Quality Vas Coat in Jut Black Color with embossing name monogram of Procuring Agency, Original Mukesh Style Bata Shoes and A-quality of Men's Dawson Socks. All Bidders are requested to provide the sample of each item with its official Seal at the time of submission of its Bid.



Karachi dated the 21st April, 2015

1. INVITATION TO BID:

1.1 SPPRA Rules to be followed:

Sindh Public Procurement Rules-2010 (Amended-2013) will be strictly followed. These may be obtained from SPPRA's website:

<http://www.pprasindh.gov.pk/spprarules2010.php>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Sindh Public Procurement Rules-2010 (Amended-2013).

1.2 Mode of Advertisement (s):

As per Rule-17, this Tender is being placed online at SPPRA's website, as well as being advertised in Three Leading News Papers i.e. Daily English Dawn; Daily Urdu Jung; Daily Sindhi Sobh.

As per Rule-17, sub-rule (4), this Tender has also been placed online at the website of Finance Department. The bidding documents carrying all details can also be downloaded from Finance Department website <http://www.fdsindh.gov.pk/> and from SPPRA's website <http://www.pprasindh.gov.pk/>

1.3 Types of Open Competitive Bidding:

Following Procedure will be followed by Finance Department for open competitive bidding. As per Rule 46 (02), Single Stage-Two Envelope Procedure would be followed. This is as follows:

- a) The Bid shall containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- b) The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion.
- c) Initially, only the envelope marked "**TECHNICAL PROPOSAL**" shall be opened.
- d) Envelope marked as "**FINANCIAL PROPOSAL**" shall be retained in the custody of the procuring agency without being opened.
- e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.

- f) No amendments in the Technical Proposal shall be permitted during technical evaluation.
- g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- i) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

In accordance with these rules, interested companies (hereinafter referred to as “*Bidders*”) applying for bids should submit two separate *Envelopes for Financial Proposal* and *Technical Proposal*.

Technical Evaluation is based on Marks which are assigned to each criteria/ sub-criteria as the minimum Threshold as mentioned in these Bidding Documents.

2. INSTRUCTION TO BIDDERS:

All Bids must be accompanied by an Earnest Money in shape of pay order equal to **05%** of quoted price in favor of “***Section Officer (B&A), Finance Department, Govt of Sindh***”. The bids along with an Earnest Money , Tender Forms, Affidavits and all required Documents as mentioned in Bidding Documents must be delivered at Room No. 171, Care Taker Cell-I, Ground Floor, Finance Department, Government of Sindh, Building No. 06, Sindh Secretariat A.K Lodhi Block, Kamal Atta-Turk Road, Karachi on or before **1200 hrs** by **Thursday, 07th May, 2015**. The Technical Bids will be publicly opened in the office of Additional Secretary (Admn/Sr) at 06th Floor, Finance Department Govt of Sindh, Karachi, at **1300 hrs** on the same day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods must be received in writing to the Primary Contract no later than Five (05) working days prior to the deadline for the submission of Bids. Any Query received after Five (10) working days shall not entertained. All queries shall be responded to within due time.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidder is drawn to the provisions of clause on “***Determination of Responsiveness of Bid***” regarding the rejection of bids, which are not substantially responsive to the requirement of the Bidding Documents.

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

PRIMARY CONTACT:

Mr. Aamir Zia Isran
Section Officer (B&A)
E-Mail: aamirsr@gmail.com

Phone: +92-21-99222111

Address: Room No. 165, Ground Floor, A.K Lodhi Block, Finance Department, Govt of Sindh, Kamal Atta-Turk Road, Karachi, Pakistan.

SECONDARY CONTACT:

Mr. Muhammad Umer Qureshi

Assistant Superintendent, Care Taker Cell

E-Mail: umerqureshi_56@yahoo.com

Phone: +92-21-99222113

Address: Room No. 171, CTC-I, Ground Floor .K Lodhi Block, Finance Department, Govt of Sindh, Kamal Atta-Turk Road, Karachi, Pakistan.

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

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

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

As Authority competent to accept the Tender, the Finance Department reserves the right to cancel the Tender, accept or reject one or all Bids without assigning any reason thereof.

Failure to supply required goods within the specified time period will invoke penalty as specified in this document. In addition to that, Security Deposit amount will be forfeited and the company will not be allowed to participate in future Tenders as well.

ANNEXURE-A:

FORMAT FOR COVERING LETTER:

To

The Section Officer (B&A),
Finance Department, Government of Sindh,
A.K Lodhi Block, Building No.06,
Sindh Secretariat, Kamal Atta-Turk Road.
Karachi.

**Subject: PROCUREMENT OF UNIFORM & LIVERIES FOR THE STAFF OF
FINANCE DEPARTMENT GOVERNMENT OF SINDH**

***This Letter should be on the Letter Head of the Bidder/Firm and should be signed by a person
competent. It should be included by the Bidder in its Technical Bids***

Dear Sir,

Having examined the Tender Documents and Annexures we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

We undertake, if our proposal is accepted, to provide the goods comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Department.

We agree to abide by this proposal for the period of Ninety days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract in the form to be communicated by the Finance Department, incorporating all agreements with such alternations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

We would like to clearly state that we qualify for this work as our company meets all the Pre-Factor criteria indicated on your Tender document. The details are as attached:-

Authorized Signatures with Official Seal

TERMS & CONDITIONS OF THE TENDER:

3. DEFINITIONS:

- 3.1** In this document, unless there is anything repugnant in the subject or context:
- 3.2** “Procuring Agency” means the Finance Department Government of Sindh or any other person/entity for the time being or from time to time duly appointed in writing by the Finance Department Government of Sindh to act as Procuring Agency for the purpose of the contract.
- 3.3** “Confirmation” means confirmation in writing.
- 3.4** “Contractor/Bidder/Tenderer” means an entity/ company/organization that is a registered bidder with the Finance Department and has submitted its Bid as per the criteria / specifications listed.
- 3.5** “Contractor” means any entity or person that may provide or provides the Goods to any of the public sector organization under the contract.
- 3.6** “Contract” means the contract proposed to be entered into between the Finance Department Government of Sindh and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.7** “Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.8** “Calendar Days” means days including all holidays.
- 3.9** “Fraudulent and Corrupt practices” will have the same bearing and meaning as are defined in General Provision Part-I, in the Sindh Public Procurement Regulatory Rules-2010 (Amended-2013).
- 3.10** “Government” means Government of Sindh.
- 3.11** “In Writing” means communicated in written form e.g. by mail, e-mail or fax, delivered with proof of receipt.
- 3.12** “Person” individual, association of persons, firm, company, corporation, institution and organization, etc having legal capacity.
- 3.13** “Personnel” means professionals and support staff provided by the bidder that are assigned to perform the Task or any part thereof.
- 3.14** “Procurement Methods” means any one of the procurement modes/methods as provided in the Sindh Procurement Rules-2010 (Amended-2013) published by the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- 3.15** “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Goods submitted by a Bidder in response to RFP.
- 3.16** “Substantially Responsive Bid”, means the Bid that contains no material differences or Deviations from or reservations to, the terms, conditions and Specifications given in the Bidding Documents.
- 3.17** “RFP” means Request for Proposals, including any amendments that may be made by the Finance Department Government of Sindh for the selection of bidder.
- 3.18** “Repeat Order”, means Procurement of Additional quantities of the item(s) from the original contractor or supplier, where, after the items originally envisaged for the project have been procured through open competitive Bidding and such additional quantities of the same item(s) of goods are needed to meet the requirements of the project.
- 3.19** “SBD” means Standard Bidding Documents.

- 3.20** “Goods” means the tasks to be performed by the bidder pursuant to the Contract as listed under **Annexure-F**.

4. HEADINGS AND TITLES:

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

5. NOTICE:

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

6. TENDER SCOPE:

Finance Department, Government of Sindh, (hereinafter referred to as “the Procuring Agency”) invites /requests Proposals (hereinafter referred to as “the Tender”) for the procurement of Uniform & Liveries items for the category of class-IV employees of Finance Department Government of Sindh.

7. TENDER ELIGIBILITY:

- 7.1** Eligible Bidder is a Bidder who:
- 7.1.1** has a registered office in Pakistan;
 - 7.1.2** has required relevant experience as mentioned at **Annexure- C**;
 - 7.1.3** has valid authorization in Pakistan;
 - 7.1.4** has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment as mentioned vide **Annexure- F**;
 - 7.1.5** Provider of Goods as mentioned vide as per Schedule of Requirements at **Annexure-F** ;
 - 7.1.6** Conforms to the clause of “Responsiveness of Bid”.

8. TENDER COST:

The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Tender and the Finance Department, Government of Sindh shall in no case be responsible / liable for the any costs/expenses.

9. JOINT VENTURE:

Joint venture or Partnership firms are not eligible for this Tender. Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate.

10. EXAMINATION OF THE TENDER DOCUMENT:

The Bidder is expected to examine the Tender Document, including all instructions and terms & conditions.

11. CLARIFICATION OF THE TENDER DOCUMENT:

The Bidder may require further information or clarification of the Tender Document, within 10-working days of issuance of Tender in writing.

12. AMENDMENT OF THE TENDER DOCUMENT:

- 12.1** The Finance Department may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2** The Finance Department shall notify the amendment(s) in writing to the prospective Bidders.
- 12.3** The Finance Department may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Department and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

13. PREPARATION / SUBMISSION OF TENDER:

- 13.1** The Tender and all documents relating to the Tender, exchanged between the Bidder and the Finance Department, shall be in English. Any Printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.2** The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.
- 13.3** The Tender shall be in Two Envelopes i.e. The “Technical Proposal” and The “Financial Proposal”.
 - 13.3.1** The Technical Proposal shall comprise and fulfill all the requirements, **without quoting the price.**
 - 13.3.2** Tender Covering Letter duly signed and stamped by authorized representative. (**Annexure-A.**)
 - 13.3.3** Technical Proposal Form, at **Annexure-B.**
- 13.4** Evaluation Criteria at **Annexure-C.**

- 13.4.1 Undertaking at Annexure-D, All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted.
- 13.4.2 Affidavit at Annexure-G.
- 13.4.3 Form of Bid Requirements at Annexure-H.
- 13.4.4 Successful Bidder shall submit the Integrity Pact duly signed and stamped by authorized representative at Annexure-J.
- 13.4.5 Evidence of eligibility of the Bidder & the Goods.
- 13.4.6 Evidence of conformity of the Goods to the Tender Document.
- 13.4.7 Technical Brochures/Literature.
- 13.4.8 The statement must be signed by the authorized representative of the Bidder.
- 13.4.9 Valid Registration Certificate for Income Tax, Sales Tax.
- 13.4.10 Income tax & sales tax returns for the last 04-Tax years.
- 13.5 The Financial Proposal shall comprise the following:
- 13.5.1 Financial Proposal Form as mentioned vide at Annexure-E.
- 13.5.2 Schedule of Requirement as mentioned vide at Annexure-F.
- 13.5.3 Tender Earnest Money (**05% of the total Bid amount in shape of Pay order**).
- 13.6 The Bidder shall seal the Technical Proposal in an envelope duly marked as under:-

[Technical Tender Inquiry No]

[Tender Name]

Open on: [Last Date of submission of the Tender]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 13.7** The Bidder shall follow the same process for the Financial Proposal.
- 13.8** The Bidder shall again seal the envelope of Financial Proposal, duly marking the envelope as under:

[Financial Tender Inquiry No]

[Tender Name]

Strictly Confidential

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 13.9** The Tender shall be mailed to reach and dropped in the Tender Box (1) placed in the Office of Secondary Contact address as mentioned at clause-02,Para-04, during office hours, up to due date and time.
- 13.10** This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, copies, certificate, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder. Non compliance with the same will cause the rejection of bid at the time of opening.

14. TENDER PRICE:

The quoted price shall be best/final/fixed in PAK Rupees inclusive of all taxes, duties, levies, insurance, freight, etc. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation. Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s). Each cost should be identified as unit price.

15. EARNEST MONEY:

- 15.1** The Bidder shall furnish the Earnest Money as under:
- 15.2** As part of Financial Bid Envelope, failing which will cause rejection of Bid.
- 15.2.1** For a sum equivalent to 05% of the Total Bid Price;
- 15.2.2** Denominated in PAK Rupees.
- 15.2.3** Have a minimum validity period of ninety days from the last date of submission of the Tender or until furnishing of the Performance Security, whichever is later;
- 15.3** The proceeds of the Earnest Money shall be payable to the Procuring Agency, on the occurrence of any / all of the following conditions:-
- 15.3.1** If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender form; or
- 15.3.2** If the Bidder does not accepted the correction of his total bid price; or
- 15.3.3** If the Bidder, having being notified of the acceptance of the tender by the procuring agency during the period of the tender validity, fails or refuses to furnish the performance security, accordance with the tender documents
- 15.4** The Earnest Money shall be returned to the technically unsuccessful bidder with unopened financial bids while the unsuccessful bids of financial bids opening procedure will be returned the Earnest Money only. The Earnest Money shall be returned to the successful bidder on furnishing the performance security.

16. TENDER VALIDITY:

The tender shall have a minimum validity period of ninety (90) days from the last date for submission of tender. The Finance Department may solicit the bidder's consent to an extension of the validity period of the tender. The request and the response thereto shall be made in writing. If the bidder agrees to extension of validity period of the tender, the validity period of the Earnest Money shall also be suitably extended. The bidder may refuse extension of validity period of tender, without forfeiting the Earnest Money.

17. WITHDRAWAL OF THE TENDER:

- 17.1** The bidder may, by return notice served on the Procuring Agency to modify or withdraw the tender after submission of the tender, prior to the dead line for submission of the tender.
- 17.2** The tender, withdrawn after the deadline for submission for Bids and prior to the expiration of the period of the tender validity, shall result in forfeiture of the Earnest Money.

18. OPENING OF THE TENDER:

- 18.1** Tender shall be opened, at the given place, time and date, in presence of the bidder for which they shall ensure their presence without further intimation.
- 18.2** The bidder's name, modification, withdrawal, security, attendance of the bidders and such other details as the Finance Department may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3** No bidder or its representative will be allowed to keep any digital device (i.e. camera, audio recorder, cell phone etc) during tender opening at given time and location. **Non compliance will cause the rejection of respective bidder.**

19. CLARIFICATION OF THE TENDER:

The Finance Department shall have the right, at its exclusive discretion, to require, in writing, further information clarification of the tender or may required supporting Documents from any or all the Bidder(s). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirmed the correction of arithmetical errors discovered in the Bid. Acceptance of any such correction sold discretion of the Finance Department.

20. DETERMINATION OF RESPONSIVENESS OF THE BID:

The Finance Department shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender Evaluation Criteria, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 20.1.1** meets the Preliminary Evaluation Criteria & De-Evaluation Criteria for the Bidder for the Goods as mentioned vide **Appendix-1 & Annexure-C;**
- 20.1.2** meets the Technical Specifications for the Goods as mentioned vide **Annexure-C;**
- 20.1.3** meets the point for the Goods as mentioned vide **Annexure-C;**
- 20.1.4** meets the rate and limit of liquidated damages;
- 20.1.5** offers fixed price quotations for the Goods as mentioned vide **Annexure-F;**
- 20.1.6** is accompanied by the required Tender Earnest Money as a part of Financial Bid envelope;
- 20.1.7** is otherwise complete and generally in order;
- 20.1.8** conforms to all terms and conditions of the Tender Document, without material deviation or reservation;
- 20.2** A material deviation or reservation is one which affects the scope, quality of the Goods or limits the Finance Department's rights or the Bidder's obligations under the contract.

- 20.3** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Finance Department may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

21. CORRECTION OF ERRORS/AMENDMENT OF TENDER:

The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

If there is a discrepancy between the amount in figures and the amount in words for the total Bid Price entered in the Tender Form, the amount which tallies with the total Bid Price entered in the Price Schedule, shall govern. If there is a discrepancy in the unit rate and the total price entered in the price schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected. If there is a discrepancy in the actual sum of the itemized total prices and the total Bid price quoted in the price schedule, the actual sum of the itemized total prices shall govern. The Bid price as determined after arithmetic correction shall be termed as the corrected Bid price which shall be binding upon the bidder. Adjustment shall be based on corrected Bid Price. The price determined after making such adjustments shall be termed as evaluated total Bid price. The bidder shall rate the Bid price for the payment terms outlined in the conditions of contract which will be considered for the evaluation of the tender. The bidder may state alternate payment terms and indicate the reduction in the Bid price offered for such alternative payment terms. The Finance Department may consider the alternative payment terms offered by the bidder.

22. REJECTION OF THE TENDER:

- 22.1** The Finance Department shall have the right, at its exclusive discretion, to accept a Tender or reject any or all Tender (s), cancel/annul the Tendering process at any time prior to the award of Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Finance Department's action, and without thereby incurring any liability to the Bidder and the decision of the Procuring Agency shall be final.
- 22.2** The Tender shall be rejected if it is:
- 22.2.1** Substantially non-responsive; or
 - 22.2.2** Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents by other than specified mode; or
 - 22.2.3** Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 22.2.4** Subjected to interlineations /cuttings/corrections/erasures/overwriting; or
 - 22.2.5** The bidders submits more than one tenders; or
 - 22.2.6** The bidder refuses to accept the corrected total bid price; or
 - 22.2.7** The bidder has conflict of interest with the Procuring Agency; or
 - 22.2.8** The bidders tries to influence the Bid evaluation/Contract award; or
 - 22.2.9** The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.

- 22.3** There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 22.4** The Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.

23. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The Procuring Agency reserves the right at its exclusive discretion at the time of Contract Award to increase or decrease, by 15%, the quantity of goods originally specified in Schedule of Requirements without any change in Unit Price or other terms & conditions.

24. ACCEPTANCE LETTER (LETTER OF INTENT):

The Finance Department shall, send the Acceptance letter (Letter of Intent) to the successful Bidder, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract. Upon the successful Bidder's furnishing of the Performance Security, the Procuring Agency will promptly notify each unsuccessful Bidder & will Discharge its Earnest Money.

25. PERFORMANCE SECURITY:

- 25.1** The successful Bidder shall furnish Performance Security as under:
- 25.1.1** within Twenty (20) working days of the receipt of the Acceptance letter from the Procuring Agency;
- 25.1.2** in the form of Bank guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Finance Department vide at **Annexure-I**;
- 25.1.3** For a sum equivalent to 10% of the contract value;
- 25.1.4** Denominated in Pak Rupees;
- 25.1.5** Have a validity period of Three (03) months, starting from the date of submitting of Performance Security, whichever is later;
- 25.2** The proceeds of the Performance Security shall be payable to the Finance Department, on the occurrence of any/all of the following conditions:
- 25.2.1** If the contractor commits a default under the contract;
- 25.2.2** If the contractor fails to fulfill any of the obligations under the contract;
- 25.2.3** If the contractor violates any of the terms and conditions of the contract;
- 25.2.4** The contractor shall cause the validity period of the performance security to be extended for such period (s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within 30-working days after the expiry of its validity on written request from the Contractor.

26. STAMP DUTY:

Stamp Duty % (Percentage) will be paid by the Successful Bidder as per the prescribed rules set up by the Federal / Provincial Government.

TERMS & CONDITIONS OF THE CONTRACT

**PROCUREMENT OF UNIFORM & LIVERIES FOR THE
SATFF OF FINANCE DEPARTMENT, GOVERNMENT OF
SINDH**

CONTRACT FOR

Between

Finance Department, Government of Sindh

And

(Name of the Firm)

Dated the: _____

I-AGREEMENT

This CONTRACT AGREEMENT (hereinafter called the “Agreement”) made as of the **(Day)** of **(Month)**, **(Year)**, between Finance Department, Govt of Sindh Karachi (hereinafter called the Procuring Agency), on the one part,

And

(Full Legal name of Contractor), on the other part severally liable to the Finance Department for all of the Contractor’s Obligations under this Contract and is deemed to be included in any reference to the term “Contractor”.

RECITALS

WHEREAS,

The Finance Department is desirous that certain Goods, viz PROCUREMENT OF GENIUNE CARTRIDGES FOR PRINTERS installed at Finance Complex, Govt of Sindh, should be executed by the contractor and has accepted a Bid by the contractor for the execution and completion of such Goods and remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to instructions to bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Tender Document
 - b) Bidder’s Proposal
 - c) Terms & Conditions of the Contract.
 - d) Special Stipulations.
 - e) The Technical Specifications.
 - f) Tender Form.
 - g) Price Schedule.
 - h) Performance Security.
 - i) Integrity Pact.
 - j) Any Standard Clause acceptable for Finance Department, Govt of Sindh.
3. In consideration of the payments to be made by the Finance Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Finance Department to execute and complete the Goods and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Finance Department, Govt of Sindh hereby covenants to pay the contractor, in consideration of the execution and completion of the goods as per provisions of the Contract, the Contract Price or such other sum as may become payable of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the **(Day)**, **(Month)** and **(Year)** before written in accordance with their respective laws.

Signature of the Contractor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, sealed and delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

II-General Conditions of Contract

27. CONTRACT:

The Finance Department shall, after sent to a Letter of Intent to the successful bidder also send the contract documents provided in the Tender Document, to the successful bidder. Within three working days of the receipts of such contract, the Bidder shall sign and date the contract and return it to the Finance Department.

28. CONTRACT DOCUMENTS AND INFORMATION:

The contractor shall not, without the Finance Department prior written consent, make use of the contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Finance Department in connection herewith except for purposes of performing the contract of disclose the same to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

29. CONTRACT LANGUAGE:

The contract and all documents relating to the contract, exchanged between the contractor and the Finance Department, shall be in English. The contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

30. STANDARDS:

The goods provided under this contract shall conform to the authoritative latest industry standards.

31. PATENT RIGHT:

The contract shall indemnify and hold the department harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

32. EXECUTION SCHEDULE:

The Contractor shall submit an execution Schedule, giving details of goods rendered, as required under the contract, to the Finance Department, immediately after the issuance of letter of Intent.

33. PAYMENT:

The contractor shall submit an Application for payment, in the prescribed form, to the Finance Department. The Application for payment shall: be accompanied by the such invoices, receipts or other documentary evidence as the Finance Department may require; sate the amount

claimed; and set forth in detail, in order of the price schedule, particulars of the goods provided, up to the date of the application for payment and subsequent to the period covered by the last preceding certificate of payment, if any. Payment shall not be made in advance. The Finance Department shall make payment for the goods provided, to the contractor, as per Government policy, in Pak Rupees, through A.G Sindh Cheque.

34. PRICE:

The contractor shall not charge prices for the goods provided and for other obligations discharged, under the contract, varying from the prices quoted by the contractor in the price schedule.

35. CONTRACT AMENDMENT:

The Finance Department may, at any time, by written notice served on the contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all /any of the goods with the % as prescribed in Bidding Documents. The contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the change), to the Finance Department. The contractor shall not execute the change until and unless the Finance Department has allowed the said change, by written order served on the contractor. The change, mutually agreed upon, shall constitute part of the obligations under this contract, and the provisions of the contract shall apply to the said change. No variation in or modification in the contract shall be made, except by written amendment signed by both the Finance Department and the contractor.

36. ASSIGNMENT / SUBCONTRACT:

The contractor shall not assign or sub-contract its obligations under the contract, in whole or in part, except with the Finance Department prior written consent. The contractor shall guarantee that any and all assignees or subcontractors of the contractor shall, for performance of any part or whole of the goods under the contract, comply fully with the terms and conditions of the contract applicable to such part or whole of the goods under the contract.

37. LIQUIDATED DAMAGES:

If the contractor fails/delays in performance of any of the obligations, under the Contract/violates any of the provisions of the Contract/commits breach of any of the terms and conditions of the contract the Finance Department may, without prejudice to any other right of action/remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ 0.25% of the contract Price which attributable to such part of the services as cannot, in consequence of the failure/delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Finance Department, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

38. BLACKLISTING:

If the contract fails/delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Finance Department may, at any time, without prejudice to any other right of action/remedy it may have, blacklist the contractor, either indefinitely or for a stated period, for further tenders in public sector. If the contractor is found to have engaged in corrupt or fraudulent practices in competing for the without prejudice to any other right of action / remedy it may have, blacklist the contractor, either indefinitely or for a stated period, for further tenders in public sector.

39. FORFEITURE OF PERFORMANCE SECURITY:

If the contractor fails/delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Finance Department may, without prejudice to any other right of action / remedy it may have, forfeit performance security of the contractor. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, performance security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

40. TERMINATION FOR DEFAULT:

If the contractor fails/delays in performance of any of the obligations, under the contract/violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Finance Department may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the contract indicate the nature of the default(s) and terminate the contract, in whole or in part, without any compensation to the contractor. Provided that the termination of the contract shall be resorted to only if the contractor does not cure its failure/delay, within fifteen working days (or such longer period as the Finance Department may allow in writing), after receipt of the such notice. If the Finance Department terminates the contract for default, in whole or in part, the Finance Department may procure, upon such terms and conditions and in such manner as it deems appropriate, goods similar to those undelivered, and the contractor shall be liable to the Finance Department excess costs for such similar Goods. However, the contractor shall continue performance of the contract of the extent not terminated.

41. TERMINATION OF INSOLVENCY:

If the contractor becomes bankrupt or otherwise insolvent, the Finance Department, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the contractor, indicate the nature of the insolvency and terminate the contract, in whole or in part, without any compensation to the contractor.

42. TERMINATION FOR CONVENIENCE:

The Finance Department may, at any time, by written notice served on the contractor terminate the contract, in whole or in part, for its convenience, without any compensation to the

contractor. The Goods which are complete or to be completed by the contractor, within thirty working days after the receipt of such notice, shall be accepted by the Finance Department. For the remaining Goods, the Finance Department may elect:

- To have any portion thereof completed/or
- To cancel the remainder and pay to the contractor an agreed amount for partially completed Goods.

43. FORCE MAJEURE:

The contractor shall not be liable for liquidated damages, forfeiture of its performance security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance / discharge of obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the contractor shall, by written notice served on the Finance Department indicate such condition and the cause thereof. Unless otherwise directed by the Finance Department in writing, the contractor shall continue to perform 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.

44. TAXES AND DUTIES:

The contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/sales tax to the concerned authorities of Income Tax and Sales Tax Department.

45. CONTRACT COST:

The contractor shall bear all costs/expenses associated with the preparation of the contract and the Finance Department shall in no case be responsible for those expenses.

46. EXTENSION IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT:

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Contractor shall, by the written notice served on the Finance Department promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Finance Department shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the contractor's time for performance of its obligations under the Contract.

47. STATUTES AND REGULATIONS:

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Finance Department indemnified against all penalties and

liability of any kind for breach of any of the same. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

48. SPECIAL STIPULATIONS:

| SCHEDULE –A SPECIAL STIPULATIONS | |
|---|--|
| For ease of reference, certain special stipulations are as under:- | |
| TENDER EARNEST MONEY | <p>The Contractor shall furnish the Earnest Money as under: for the whole Tender;</p> <p>The Total Bid price is less than the PKR 5 million, in the form of Demand Draft/Pay Order, in the name of the Section Officer (B&A), Finance Department, Government of Sindh as per the format provided in the Tender Document or in another form acceptable to the Finance Department for a sum equivalent to 05% of the Total Bid Price, denominated in PAK Rupees, Have a minimum validity period of ninety (90) days from the last date for submission of the tender or until furnishing of the performance security, whichever is later.</p> |
| PERFORMANCE SECURITY | <p>The successful contractor shall furnish performance security as under:-</p> <p>Within Twenty (20) working days of the receipt of the Acceptance letter from the Finance Department in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the tender document or in another form acceptable to the Finance Department, for a sum equivalent to 10% of the contract value, denominated in PAK Rupees, Have a minimum validity period of Three (03) months starting from the date of submitting the Performance Security, whichever is later.</p> |
| START OPERATION FOR DELIVERY | Immediately after the signing of Contract. |
| LIQUIDATED DAMAGES FOR FAILURE OF SERVICES BY THE CONTRACTOR | Liquidated damages shall be levied @ 0.25% of the contract price which is attributable to such part of the Goods as cannot, in consequence of the failure/delay, be put to the intended use, |

| | |
|---|---|
| | for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Finance Department and the actual delivery date(s), provided that the amount so deducted shall not exceed, in the aggregate, 50% of the contract price. (This penalty will also be invoked on the commitments given by the contractor in their technical proposal). |
| LEGAL STATUS TO WORK IN PAKISTAN | The bidder must be allowed and meet all conditions set forth by the Government of Pakistan & Government of Sindh as per rules of SPPRA-2010 (Amended-2013), to work with all concerned parties of the private, public, and not for profit sector |

PRELIMINARY REQUIREMENTS:

This form will be used by Procuring Agency for Preliminary Screening. Tenders which do not pass the Preliminary Screening requirements shall be eliminated from Tender Process. Bidders shall be advised to provide all the below requirements in its Technical proposals of each section:

Technical Bid Opening Check List:

| Section | Description | Name of Bidders | | |
|---------|--|-----------------|--------|--------|
| | | Firm-A | Firm-B | Firm-C |
| 1. | Are Both Envelopes Sealed? (Technical & Financial) | Yes/No | Yes/No | Yes/No |
| 2. | Are Envelopes properly typed as prescribed in clause 13.6 & 13.8? | | | |
| 3. | Is Tender Covering Letter typed properly on Bidder Letter Head with Authorized Signatures & Official Seal as prescribed at Annexure-A . | | | |
| 4. | Is Technical Proposal Form at Annexure-B typed properly on Bidder Letter Head with Authorized Signatures & Official Seal? | | | |
| 5. | Is Undertaking Form at Annexure-D typed properly on Bidder Letter Head with Authorized Signatures & Official Seal? | | | |
| 6. | Is Affidavit at Annexure-G is properly typed on stamp paper valuing of Rs. 100/- with proper required discipline? | | | |
| 7. | Is Bid Requirement Form at Annexure-H is properly Filled with Authorized Signatures & Seal? | | | |
| 8. | Is Valid General Sales Tax Certificate copy provided by the Bidder? | | | |
| 9. | Is Valid National Tax Number Certificate Copy provided by the Bidder? | | | |
| 10. | Is required samples of the Uniform Items are submitted by the Bidder in Technical Bid? | | | |

Note: All Interested Bidders are informed to fulfill all the requirements as indicated above for passing out the preliminary Elimination Process.

TECHNICAL PROPOSAL SUBMISSION FORM

(This Letter of Technical Proposal Form should be on the Letter Head of the Bidder/Firm and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)

(Insert Location & Date)

To,

The Section Officer (B&A),
Finance Department, Government of Sindh,
Building No. 06, Sindh Secretariat,
Kamal Atta-Turk Road,
Karachi.

Dear Sir,

We, the undersigned, offer to provide the Best Quality of the Uniform & Liveries Items in accordance with your request for proposal. We are hereby submitting our proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We, undertake, if our proposal is accepted, to provide the Uniform & Liveries Items related to the assignment.

We also confirm that the Government of Sindh has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

We remain,
Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory & Seal

Name of Firm

Address

ANNEXURE-C:

EVALUATION CRITERIA & COMPARISON OF BIDS:

Bidders who have been qualified on the basis of the preliminary evaluation shall be eligible for a de-evaluation. The Goods will evaluate and compare the bid that have been determined to be substantial responsive. The evaluation will be performed assuming the contract will be awarded to the high evaluated bidder for the entire information system as per criteria mentioned in this bidding document.

The following weights will be used in the evaluation of Bids:-

Technical Evaluation Passing Marks: - 70-Points out of 100-Points

| Section | Requirements | Sub-Points | Total Points |
|------------------------------------|---|---|------------------|
| <u>MARKET PRESENCE:</u> | | | |
| 1. | Firm Name, its status, address, telephone number(s), Fax number(s), e-mail address <u>&</u> Valid Copy of N.I.C of Firm's Authorized Representative. | 01-Point Each | (02-Points) |
| | Submit the Valid Copy of Incorporation or Registration Certificate. | - | (01-Point) |
| | Submit the Valid Copy of Income Tax Return <u>&</u> Sales Tax Return for the Last 04-Years. | 2.5-Points Each | (05-Points) |
| | Submitted the Valid Copy of Firm's National Tax Number Certificate. | - | (02-Points) |
| | Submit the Valid Copy of Firm's General Sales Tax Number Certificate. | - | (02-Points) |
| | Submit the Valid Copy of Chamber of commerce or its allied body. | - | (02-Points) |
| | The Bidder should submit documentary evidence along with its Factory/ Store address <u>&</u> have a comprehensive presence in Karachi. Details of Offices <u>&</u> Contact details are required. | - | (01-Point) |
| | Gross Total: | | |
| <u>FINANCIAL SOUNDNESS:</u> | | | |
| 2. | Submit the Valid Financial Soundness Certificate from concerned Bank. (In Original). | - | (08-Points) |
| | Submit the Bank Statement for atleast 48-months. (04-Years). | 01-Point for each Year | (04-Points) |
| | Submit the Last 36-months (03-Years) Annual Turn-over, not less than the Bid Cost in a year (Audit Report or any other valid Documentary Evidence should be provided). | 01-Point for each Year | (03-Points) |
| | Gross Total: | | |
| <u>KEY PROFESSIONALS:</u> | | | |
| 3. | Submitted List of Professionals/Tailors including Senior Executives, Managers, Supervisors and other Staff along with the <u>06-CV's of Senior Executives, 06-CV's of Managers, 06-CV's of Supervisors & 12-CV's of Junior Staff</u> in relating to the same field. | 03-Points Each for Senior Staff category & 06-Points for Junior Staff | (15-Points) |
| | Gross Total: | | 15-Points |

| WORKING EXPERIENCE: | | | | | | |
|----------------------------|---|-------------------------------|-------------------------------|---------------------------------|------------------------------------|------------------|
| 4.* | Only Firms having minimum last 05-Years supplies experience of Uniform & Liveries Items may apply. Valid Documentary evidence should be submitted in shape of copies of Purchase orders/work orders/agreements. (Minimum 10-proofs required for the last 05-Years Work Experience in relating to the same field). | | | | 01-Point for each Proof | (10-Points) |
| | The Bidder Should submit the Catalogue evidence of Office Premises / workshop & Machinery items. | | | | - | (01-Point) |
| | The Bidder should submit the List of similar nature Projects In-Hand currently. (Atleast 04-Proofs required in shape of Copies of Purchase orders/work orders/agreements). | | | | 01-Point for Each Proof | (04-Points) |
| | | | | | Gross Total: | 15-Points |
| QUALITY INSPECTION: | | | | | | |
| 5.* | | <i>If the Quality is Poor</i> | <i>If the Quality is Good</i> | <i>If the Quality is Better</i> | <i>If the Quality is Excellent</i> | Total: |
| | Quality of Fabric | (00-Points) | (03-Points) | (05-Points) | (10-Points) | (10-Points) |
| | Quality of Vas Coats | (00-Points) | (03-Points) | (05-Points) | (10-Points) | (10-Points) |
| | Quality of Shoes | (00-Points) | (03-Points) | (05-Points) | (10-Points) | (10-Points) |
| | Quality of Socks | (00-Points) | (03-Points) | (05-Points) | (10-Points) | (10-Points) |
| | | | | | Gross Total: | 40-Points |

Note: * In “Section (04) & In Section (05)” All Interested Bidders should secure minimum 70% i.e. **11-Points** in Working Experience & 70% i.e. **28-Points** in Quality Inspection check by the Procurement Committee which will be mandatory for all respective Bidders for the Pre-Qualification. Less than these highlighted points shall be the disqualification in Tender Process.

Each & Every interested firm/Bidder must get 70-Points out of 100-Points in Technical Proposal for qualifying as per above mentioned Criteria. Only the technically qualified bidder on the basis of above criteria shall be eligible for qualifying in Financial Bid.

No objection shall be raised by any bidder in respect of the Decision of the Departmental Procurement Committee regarding the Quality inspection of the above items.

ANNEXURE-D:

UNDERTAKING:

(This undertaking should be on the Letter Head of the Bidder/Firm and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)

It is certified that the information furnished here in and as per the Document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Tender and are liable to any punitive action for furnishing false information / Documents.

Dated this _____ day of _____ 2014

Signature

In the capacity of (Company Seal)

Duly authorized to sign Bids for and on behalf of:

ANNEXURE-E:

FINANCIAL PROPOSAL SUBMISSION FORM:

(This Letter of Financial Proposal Form should be on the Letter Head of the Bidder/Firm and should be signed by a person competent. It should be included by the Bidder in its Financial Bids)

To,

The Section Officer (B&A),
Finance Department, Government of Sindh,
A.K Lodhi Block, Building No.06,
Sindh Secretariat, Kamal Atta-Turk Road.
Karachi.

Subject: PROCUREMENT OF UNIFORM & LIVERIES ITEMS FOR THE STAFF OF FINANCE DEPARTMENT GOVERNMENT OF SINDH

(Bidders are requested to fill the Blank spaces in this form of Bid).

Dear Sir,

1. Having inspected site and checked all local conditions affecting the Goods and having also examined all Bid Documents including the Instruction to the Bidders, General Conditions of Contract and Schedule of Requirement, we the undersigned offer to provide the Uniform & Liveries Items in conformity with the Bid Documents including Instructions to Bidder, General Conditions of Contract and Schedule of Requirement for the total sums as specified at **Annexure-F**, as agreed upon under the contract.
2. We accept the above bid documents as valid and binding including those parts not countersigned in fully by us.
3. We conform that we have satisfied ourselves about the goods and all other conditions which influence or may influence the goods, and we do not require any clarification and additional information thereto and that we cannot raise any claim for not knowing them.
4. We undertake to carry out such alternations, additions or curtailments of the Goods as may from time to time be determined and ordered in writing by the Finance Department in accordance with the contract.
5. The rates and prices which we have quoted and all information and data attached with our Bid are complete and without any hidden Technical & Financial reservations or implications. They have been duly checked and are correct in every aspect.
6. The rates and prices entered in the Bid are firm and are inclusive of all cost of manpower, labor, equipment, custom duties, sales tax, surcharges, local and Federal Taxes, insurances, royalties, overhead and profit and all other direct and indirect costs related to and connected with the satisfactory execution of Goods.
7. We undertake if our Bid is accepted to sign the Agreement of Contract within Three (03) working days of the issue of the Letter of Award.
8. If our Bid is accepted we will furnish a Performance Security from a scheduled bank approved by the Finance Department for the amount of 10% of the Bid amount.
9. We agree to pay all costs towards the preparation of the Agreement of Contract.

10. We further agree to abide by this Bid for a period of (90) Ninety calendar days from the date of opening of the Bid and it shall remain binding upon us for this period.
11. Unless and until a formal agreement is prepared and signed, the Bid Documents together with your written acceptance thereof shall constitute a binding contract between us.
12. We understand that you are not bound to accept the lowest or any Bid, you may receive.

Dated: This _____ day of _____, 2014.

Signature of the Bidder _____

Duly authorized to sign the Bid on behalf of:

Name of bidder in block letters

Designation of the Bidder

Address

In presence of:

Name of witness

Designation of the witness

Address

ANNEXURE-F:

SCHEDULE OF REQUIREMENTS

| Sr. No | Description of items | Requirement | Qty Required | Rate per Unit (Rs.) | Stitching Charges per Unit (Rs.) | Total Amount Inclusive All Taxes |
|---------------------|--|--|------------------------------------|---------------------|----------------------------------|----------------------------------|
| 1. | Fabric in White <i>or</i> Egg White Color | Shabbir <i>or</i> Lakhani Korean Yarn with 65% Polyester 35% Viscose Rig-Pig 90/100 | 920 Suits (Unstitched) | | | |
| 2. | Waist Coat Jut Black with embossing of Finance Department Monogram | Mini-Mat cloth China Fabric Feusing Bukram | 878 Units (Stitched & Size Fitted) | | | |
| 3. | Shoes Bata <i>or</i> Equivalent to Bata (Mukeshsan Style) | Make: Bata or Equivalent. Color: Black. Lining Material: Leather. Closing: Slip on. Heel Height: Less than ½ inch. Inner Sole material: vibox breathable. Sole Material: Leather Sole. Upper Material: Cow Leather. Inner Material: Leather Season: For all seasons. Production Country: Paksitan. | 920 Pairs | | N/A | |
| 4. | Socks | Men Socks Original Dawson <i>or</i> Equivalent to Dawson. | 920 Pairs | | N/A | |
| Grand Total: | | | | | | |

Grand Total In words (In PAK Rupees): _____

Authorized Signatures:

Stamp of the Firm:

Date: _____

ANNEXURE-G:

AFFIDAVIT:

(This Affidavit should be on the Stamp Paper valuing Rs. 100/- with attestation of Notary Public and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)

I/We M/s. _____, through its proprietor namely
Mr. _____ S/O. Mr. _____
_____, holding CNIC No. _____ resident of _____
_____, do hereby state and declare on oath as under:-

- a.) That our firm has neither been Black Listed, nor having any dispute with any Government or Semi-Government Organizations and also there is no litigation against the firm.
 - b.) That our Firm has not been bankrupted.
 - c.) That Finance Department, Government of Sindh has the right to disqualify our Firm in case any supply found unsatisfactory.
 - d.) That I am / we are true deponent of this affidavit and will conversant with the facts deposited herein.
- 2.) Whatever stated above is true and correct to the best of my/our knowledge and belief.

(Signature of the Bidder) Name:
Designation with Seal of the Firm:

Date: _____

ANNEXURE-H:

FORM OF BID REQUIREMENTS:

| Sr. No | Subject | Provision |
|---------------|---|---|
| 1. | Amount of Earnest Money in the form of Pay order | 05% of the bid amount in favor of Section Officer (B&A), Finance Department, Government of Sindh, Karachi. |
| 2. | Performance Security | 10% of the Bid amount at the time of signing of the contract. |
| 3. | Validity Period of Performance Security | For a Period of Three (03) Months after signing of Agreement. |
| 4. | Surety for the proposed Performance Security (state the name and address of the proposed scheduled Bank from whom Performance Security shall be obtained) | Any Scheduled Bank in Pakistan. |
| 5. | Venue of arbitration | A.K Lodhi Block, Finance Department, Government of Sindh. |
| 6. | Bidders' Address for serving of Official Notices | |
| 7. | Procuring Agency's Address for serving of notices | The Section Officer (B&A), Room No 171, Care Taker Cell-I, Ground Floor, Finance Department, Government of Sindh, Building No.06, Sindh Secretariat A.K. Lodhi Block, Kamal Atta-Turk Road, Karachi-Pakistan Phone No: 021-99222113. |

(Signature of Bidder & Company Seal)

ANNEXURE- I:

PERFORMANCE SECURITY FORM

(BANK GUARANTEE)

Guarantee No. _____

Executed on _____

Expiry Date: _____

(Letter by the Guarantor to the Finance Department, Govt of Sindh)

Name of Guarantor (Scheduled Bank in Pakistan) with

Address: _____

Name of the Principal (Contractor) with

Address: _____

Penal Sum of Security (express in words and Figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said letter of acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above name, are held and firmly bound unto the Government of Sindh, Finance Department, Sindh Secretariat, Karachi (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Finance Department's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by Finance Department, Govt of Sindh, with or without notice to the Guarantor, which notice is, hereby, waived and shall

also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our Liability, if any, under this Guarantee.

We, _____(the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and Final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring the Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

| | |
|---|---|
| | _____ Guarantor (Bank) |
| Witness: | |
| 1. _____ _____ Corporate Secretary (Seal) | 1. Signature _____ 2. Name _____ 3. Title _____ |
| 2. _____ _____ (Name, Title & Address) | _____ Corporate Guarantor (Seal) |

INTEGRITY PACT:

(This Integrity Pact Form should be on the stamp Paper valuing Rs. 100/- submitted by the successful Bidder with attestation of Notary Public.)

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

1. M/s. _____ hereby declares that it has no obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

2. Without limiting the generality of the foregoing, M/s. _____ represents and warrants that it has fully declared the brokerage, commission, fees etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its Affiliate, Agent, Associate, Broker, Consultant, Director, Promoter, Shareholder, Sponsor, or Subsidiary, any Commission, Gratification, Bribe, Finder's Fee or Kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Finance Department Government of Sindh, except that which has been expressly declared pursuant hereto.

3. M/s. _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Finance Department Government of Sindh and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. M/s. _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Finance Department, Government of Sindh under any law, contract or other instrument, be voidable at the option of Finance Department, Government of Sindh.

5. Notwithstanding any rights and remedies exercised by Finance Department, Government of Sindh in this regard, M/s. _____ agrees to indemnify Finance Department, Government of Sindh for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Finance Department, Government of Sindh in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. _____ as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Finance Department, Government of Sindh.

(Finance Department, Government of Sindh)

(Bidders Authorized Signatures with Official Stamp)