

**HOME DEPARTMENT**

**GOVERNMENT OF SINDH**

**BIDDING DOCUMENT**

**FOR**

**Supply and Fixing of Furniture & Fixture**

**at Anti-Terrorism Courts, Central Prison, Karachi**

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**Part-Il**

**Instruction to bidders**

**Preparation of Bids**

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| **1. Scope** | 1.1 | | The Home Department, Government of Sindh intends to Purchase High Quality Furniture, supply & fixing of fence/witness boxes file racks for Anti-Terrorism Courts, Central Prison, Karachi through National Competitive Bidding **Single Stage One Envelope Procedure** as per SPP Rules 2010 (Amended 2013) |
| 2. **Language of Bid** | 2.1 | | The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency, shall be written in the English language |
| **3. Documents Comprising the Bid** | 3.1 | | The bid prepared by the Bidder shall comprise the following components:  (a) Price Schedule completed in accordance with ITB Clauses 4,5 and 6.  (b) bid security furnished in accordance with ITB Clause 9. |
| **4. Bid price** | 4.1 | | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. |
| 4.2 | | The prices shall be quoted on delivery to consignee’s end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services |
| 4.3 | | Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet |
| 4.4 | | Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. |
| **5. Bid Form** | 5.1 | | The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, quantity, and prices. |
| **6. Bid Currencies** | 6.1 | | Prices Shall be quoted in Pak Rupees. |
| **7. Documents Establishing Bidder’s Eligibility and Qualification** |  | | The Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.  (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;  (b). that the Bidder meets the qualification criteria listed in the Bid Data Sheet. |
| **8. Documents Establishing Good’s Eligibility and Conformity to Bidding Documents** | | 8.1 | The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, photocopiers, drawings, and data, and shall consist of:   1. a detailed description of the essential technical and performance characteristics of the goods; |

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| **9. Bid Security** | 9.1 | The bid security is required to protect the Procuring Agency against the risk of Bidder’s conduct, which would warrant the security’s forfeiture The bid security shall be denominated in the currency of the bid:  (a) at the Bidder’s option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank;  (b) be submitted in its original form; copies will not be accepted;  (c) remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity |
| 9.2 | bid security shall be released to the unsuccessful bidders after ten days once the contract has been signed with the successful bidder or the validity period has expired. |
| 9.3 | The Successful Bidder’s bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security. |
| 9.4 | The bid security may be forfeited:  (a) if a Bidder withdraws its bid during the period of bid  validity or  (b) in the case of a successful Bidder, if the Bidder fails:  (i) to sign the contract in accordance or  (ii) to furnish performance security |
| **10. Period of Validity** | 10.1 | Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive. |
| 10.2 | In exceptional circumstances, the Procuring agency may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security 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. |
| **11. Format and Signing of Bid** | 11.1 | The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid. |
| 11.2 | Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. |

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| **Submission of Bids** | | |
| **12. Sealing and Marketing of Bid** | 12.1 | The Bidder shall seal the bid in envelope, duly marking the envelopes as **“ FOR FURNITURE OF ANTI-TERRORISM COURTS”** the outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **“DO NOT OPEN BEFORE 05.01.2017 at 11:30 AM”** |
| **13. Deadline for Submission of Bids** | 13.1 | Bids must be received by the Procuring agency at the address specified in BDS, not later than the time and date specified in the Bid Data Sheet. |
|  | 13.2 | The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents. in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. |
| **14. Late Bills** | 14.1 | Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency shall be rejected and returned unopened to the Bidder. |
| **15. Modification and withdrawn of Bids** | 15.1 | The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids. |
| 15.2 | No bid may be modified after the deadline for submission of bids. |
| 15.3 | No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security. |
| **All Bids** | 23.2 | Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority’s web site, and intimate to all the bidders seven days prior to notify the award of contract. |
| **24. Notification of Award** | 24.1 | Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted. |
| 24.2 | Upon the successful Bidder’s furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security. |
| **25. Signing of Contract** | 25.1 | At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. |
| 25.2 | Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency. |
| **26. Performance Security** | 26.1 | Within seven (07) days, or any other period specified in BDs, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency. |
| 26.2 | Failure of the successful Bidder to comply with the requirement of ITB Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids. |
| **27. Corrupt or Fraudulent Practices** | 27.1 | The Government of Sindh requires that Procuring agency’s (including beneficiaries of donor agencies’ loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:  (a) **“Corrupt and Fraudulent Practices”** means either  one or any combination of the practices given below;  **(i) “Coercive Practice”** means any impairing or  harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;  **(ii) “Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;  **(iii) “Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;  **(iv) “Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;  **(b) “Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules. |

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| **Part — III**  **General Conditions of Contract** | | |
| **Definition** | 1.1 | In this Contract, the following terms shall be interpreted as indicated:  **(a) “The Contract**” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.  **(b) “The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.  **(c) “The Goods”** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.  **(d) “The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.  **(e) “GCC”** means the General Conditions of Contract contained in this section.  **(I) “SC C”** means the Special Conditions of Contract.  **(g) “The Procuring agency”** means the Home Department, Government of Sindh.  **(h) “The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.  **(i) “SPP Rules 2010”** means the Sindh Public Procurement Rules 2010 (Amended 2013).  **(j) “Day”** means calendar day.  The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative |

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| **2.StandardS** |  | The Goods supplied under this Contract shall confirm to the standards mentioned in the Technical Specification, and, when no applicable standard is mentioned to the authoritive standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution. |
| **3. Patent Rights** |  | The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan. |
| **4.Performance Security** | 4.1 | Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC. |
| 4.2 | The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract. |

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|  | 4.3 | The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency; |
| 4.4 | The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. |
| **5. Inspection and Tests** | 5.1 | The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. |
| 5.2 | Should any inspected Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency. |
| 5.4 | The Procuring agency’s right to inspect, and, where necessary, reject the Goods after the Goods’ arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer. |
| 5.5 | Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract. |
| **6. Delivery and Documents** |  | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping! transportation and/or other documents to be furnished by the Supplier are specified in SCC. |
| **7. Insurance** |  | The Goods supplied under the Contract shall be delivered consignee’s end under which risk is transferred to the Procuring agency after having been delivered; hence insurance coverage is Supplier’s responsibility. |
| **8. Transportation** |  | The Supplier is required under the Contact to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and. related costs shall be deemed to have been included in the Contract Price. |
| **9. Incidental Services** | 9.1 | The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:  (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;  (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;  (c) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |
| **10. Warranty** | 10.1 | The Supplier warrants that the Goods supplied under the Contract are new, unused, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. |
|  | 10.2 | This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract |
| 10.3 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract. |
| **11. Payment** | 11.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. |
| 11.2 | The Supplier’s request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfillment of other obligations stipulated in the Contract.. |
| 11.3 | Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an  invoice or claim by the Supplier. |
| 11.4 | The currency of payment is Pak. Rupees. |
| **12. Prices** |  | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, |
| **13. Contract Amendments** |  | No variation in or modification of the terms of the Contract shall be made except b written amendment signed y the parties. |
| **14. Delays in the Supplier’s Performance** | 14.1 | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements. |
| 14.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
| 14.3 | Except as provided under GCC Clause 15 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages. |

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| **15. Liquidated Damages** |  | Subject to GCC Clause 18, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 16. |
| **16. Termination of Default** | 16.1 | The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 14; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.  (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. |
| **17. Force Majeure** | 17.1 | Notwithstanding the provisions of 0CC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an , event of Force Majeure |
| 17.2 | For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. |
| 17.3 | Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| **18. Resolution of Dispute** |  | Resolution of dispute shall be through Mechanism for Redressed of Grievances as provided in the rules or through Arbitration Act 1940. |

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| **19. Governing Language** |  | The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. |
| **20. Applicable Law** |  | The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2013). |
| **21. Taxes and Duties** |  | Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency. |
| **22. Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2013)** |  | In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2013) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents |

**Part-IV**

**Bid Data Sheet**

The Following specific data for supply & providing of high quality Furniture, File cabinets to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

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| **Introduction** | |
| **ITB I** | **Name of Procuring Agency:** Registrar, Anti-Terrorism Courts, Home Department, Ground Floor, Tughlaq House, Shahra-e-Ataturk, Karachi Telephone 021-99211815 Fax 021-99212698 |
| **ITB 1** | **Name of Contract**: Goods of furniture for Anti-Terrorism Courts. |
| **Bid Price and Currency** | |
| **ITB 4** | Prices quoted by the Bidder shall be “fixed” and in “Pak Rupees” |
|  | **Preparation and Submission of Bids** |
| **ITB 7** | **Qualification requirements:**   1. Bidders must be a manufacturer or supplier of the furniture with a minimum of three (03) years of experience in manufacturing or supplies; as applicable. 2. Bidder/Supplier should have a documented track of completing at least 2 similar assignments, during last 3 (three) years, involving the supply and fixing. 3. Bidder/Supplier should have average annual sale volume of at least Rs.2.0 (two) million in last 3 years. 4. Valid Registration with tax authorities is required. |
| **ITB 9** | **Amount of bid security:** 2% of Bid |
| **ITB 10** | **Bid validity period:** 90 days |
| **ITB 11** | **Number of copies** One original One copy |
| **ITB 13** | **Deadline for bid submission.**  04.01.2017 (5:00 pm) |
| **ITB 19.1** | **Bid Evaluation:** Lowest evaluated bid |

**Part-V**

**Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the 0CC is indicated in parentheses.

**1. Definitions (GCC Clause 1)**

GCC 1 (g)—The Procuring Agency is: Registrar, Anti-Terrorism Courts, Home Department, Ground Floor, Tughlaq House, Shahra-e-Ataturk, Karachi.

**2. Performance Security (GCC Clause 4)**

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 2%.

**3. Inspections and Tests (GCC Clause 5)**

Representative of Procuring Agency or his nominee shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

**4. Delivery and Documents (GCC Clause 6)**

Supplier shall supply and install the good at the newly contructed Anti-Terrorism Courts located inside Central Prison, Karachi within 45 days after signing the contract and shall submit the following.

(i) Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

(ii) Delivery note.

(iii) Warranty certificate;

**7. Warranty (GCC Clause 10)**

The equipment shall bear Standard warranty (with free parts & labor) from the date of supply / acceptance. Upon expiration of warranty

**8. Payment (GCC Clause 11)**

Hundred percent (100%) of the Contract Price shall be paid upon delivery, and satisfactory Supply, Installation and Inspection of the goods/furniture at the Project site (s), duly signed by authorized Representative/nominee of the Registrar, Anti-Terrorism Courts.

**9. Liquidated Damages (GCC Clause 16)**

If the Supplier fails to deliver the goods within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.10 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**10. Resolution of Disputes (GCC Clause 19)**

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPPR 2010.

**11. Applicable Law (GCC Clause 21)**

GCC 29.1 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

Duly authorized to sign Bid for and on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part-VI**

**SCHEDULE OF REQUIREMENTS**

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

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| **Ser** | **Furniture Items required** | **Quantity** | **Required Delivery Schedule in days from the date of contract award** | **Location** |
|  | Visitor Chair | 20 | 45 days | Central Prison, Karachi |
|  | Visitor Chair | 20 | 45 days | Central Prison, Karachi |
|  | Advocate Desk | 04 | 45 days | Central Prison, Karachi |
|  | Court Table | 04 | 45 days | Central Prison, Karachi |
|  | Judge Court Chair | 04 | 45 days | Central Prison, Karachi |
|  | Judge Chamber Table (Big) | 05 | 45 days | Central Prison, Karachi |
|  | Revolving Chair for Chamber | 05 | 45 days | Central Prison, Karachi |
|  | Coat Hanger | 05 | 45 days | Central Prison, Karachi |
|  | Staff Table (Medium) | 50 | 45 days | Central Prison, Karachi |
|  | Side Table | 05 | 45 days | Central Prison, Karachi |
|  | Center table | 05 | 45 days | Central Prison, Karachi |
|  | Wooden Bench (Foam) | 24 | 45 days | Central Prison, Karachi |
|  | Plastic Chair | 40 | 45 days | Central Prison, Karachi |
|  | Sofa Set (5 Seater) | 05 | 45 days | Central Prison, Karachi |
|  | Fancy Chair | 10 | 45 days | Central Prison, Karachi |
|  | Wooden Almirah | 04 (five door)  04 (four door) | 45 days | Central Prison, Karachi |
|  | Court grill work | 04 | 45 days | Central Prison, Karachi |
|  | Witness box | 04 | 45 days | Central Prison, Karachi |

**Part-VII**

**SAMPLE FORMS** From-I

**Letter of Acceptance**

Dated:-\_\_\_\_\_\_\_\_\_\_\_\_\_

**To,**

The Registrar,  
 Anti-Terrorism Courts,

Home Department

**Karachi**

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of [*total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to two (2) percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2016.

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(Signature) (In the capacity of)

**From-II**

**Price Schedule in Pak. Rupees**

Name of Bidder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IFB Number \_\_\_\_\_\_\_\_\_\_\_ Page of\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** |
| **Item** | Description | Quantity | Unit Price | Total | Remarks  (if any) |
|  |  |  |  |  |  |
|  | Total Bid Price= | | | |  |

Signature of Bidder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note:- (i) The lowest of price shall be determined on the basis of Total Bid Price.

(ii) In case of discrepancy between unit price and total, the unit Price shall prevail.

(iii) The unit and total prices Delivered at Anti Terrorism Court Central Prison Karachi is office should include the price of incidental services. No separate payment shall be made for the incidental services

**Form-III**

**Experience of Similar \*Supply and Installation**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S.NO.** | **Assignment**  **Description** | **Name/Contract Details of Client** | **Cost** | **Start Date** | **End Date** | **Remarks** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**(Format)**

**Terms/Conditions may be varied**

**Form-IV**

**Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 2016 between Home Department, Government of Sindh (hereinafter called “the Procuring agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., supply of high quality furniture and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;

(b) the Schedule of Requirements;

(c) the Technical Specifications.

(d) the General Conditions of Contract;

(e) the Special Conditions of Contract; and

(f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Supplier)

**(Format)**

**Form-V**

**Performance Security Form**

To: [name of Procuring agency]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated \_\_\_\_\_\_\_\_\_\_\_\_\_ 2015 \_\_\_\_\_\_\_\_\_ to supply [description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_\_\_\_\_\_\_\_ day of 20\_\_\_\_\_\_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name of bank or financial institution]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[date]

**Part-VIII**

Technical Specification

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ITEM # | DESCRIPTION OF ITEMS | QUANTITY REQUIRED | RATE PER UNIT | AMOUNT |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

**Part-VIII**

Technical Specification

**FURNITURE FOR COURT ROOM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item #** | **Description of Items** | **Quantity Required** | **Rate per unit** | **Amount** |
| 01 | Judge Table for Court Room 6\*3\*2 ½ top shesham veneer board, sprit polish as approved | 01 |  |  |
| 02 | Judges chair for Court Room all made of solid shesham wood with star on back, high back seat back knitted with cane, sprit polished as approved | 01 |  |  |
| 03 | Readers Table / Office Table 4\*2\*2 ½ with three drawers on one side shesham veneer board, sprit polish as approved. | 02 |  |  |
| 04 | Office Chair Knitted with cane back wooden solid shesham wood sprit polished as approved. | 02 |  |  |
| 05 | Lawyers Desk 7 ½ \* 18 \*2 ½ all made of shesham veneer board with solid beading and molding with sprit polished as approved | 02 |  |  |
| 06 | Lawyers and visitor Benches 7 ½ \* 18 \* 3 made of solid Shesham wood swat, cushion with 4 thick foam, back cushion covered with Rexene with sprit polished as approved. | 06 |  |  |
| 07 | Rostrum desk for Court Room 2 ½ \* 1 ½ \* 14 made of Shesham veneer board, sprit polished as approved. | 02 |  |  |
| 08 | Wooden Railing 15 \* 38 H |  |  |  |

**FURNITURE FOR JUDGE CHAMBER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item #** | **Description of Items** | **Quantity Required** | **Rate per unit** | **Amount** |
| 09 | Executive Table for Judhe 7\*3\*30 with side rack all made Shesham veneer board with solid wood molding best quality Sprit polished with matt finish lacquer | 01 |  |  |
| 10 | Revolving Chair for Judge’s Chamber seat and back cushion with foam | 01 |  |  |
| 11 | Visitor Chair in Judges Chamber with seat and back knitted with cane Shesham wood, sprit polished as approved. | 03 |  |  |
| 12 | Sofa 2 seated full cushion with first quality foam covered with black artificial leather best quality. | 01 No. |  |  |
| 13 | Center Table set 3 pieces wooden frame made of Shesham wood, sprit polish with glass top. | 1 Set |  |  |

**FURNITURE FOR PA OFFICE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item #** | **Description of Items** | **Quantity Required** | **Rate per unit** | **Amount** |
| 14 | Office Table 5-0 \*2\*2 ½ with three drawers on one side Shesham veneer board sprit polished as approved | 02 |  |  |
| 15 | Office Chair seat knitted with cane back wooden solid shesham wood, sprit polished as approved | 06 |  |  |

**FURNITURE FOR 2 GENERAL OFFICERS & OTHERS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item #** | **Description of Items** | **Quantity Required** | **Rate per unit** | **Amount** |
| 16 | Office Table 5-0 \* 2\*2 ½ with three drawers on one side shesham veneer board, sprit polished as approved | 04 |  |  |
| 16.1 | Side rack for office table 3\*1-6\*2-6 H | 04 |  |  |
| 17 | Office Chair seat knitted with cane back wooden solid shesham wood, sprit polished as approved. | 09 |  |  |
| 18 | Almirah 7\*3 ½ \* 1 ½ using Lamination board, complete as per design. | 08 |  |  |
| 19 | Fixed plastic chair (3 in one) for litigant public. | 03 |  |  |
| 20 | Foor Rest for Court Room & Judge Chamber | 02 |  |  |
| 21 | Glass for Judge Table | 01 |  |  |
| 22 | Glass for Judge Table in Chamber | 01 |  |  |
| 23 | Computer Table 3\*2 | 02 |  |  |
| 24 | Computer Chair | 02 |  |  |

**FURNITURE FOR LIBRARY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item #** | **Description of Items** | **Quantity Required** | **Rate per unit** | **Amount** |
| 25 | Book Shelf 7\*4\*18 depth all made of Lamination board with wood beading and glass shutter with wooden frame sprit polish as approved | 08 |  |  |
| 26 | Library Reading Table 3 ½ \*2\* ½ all made of shesham veneer board sprit polished as approved | 02 |  |  |
| 27 | Library Chair seat knitted with cane back wooden solid shesham wood sprit polished as approved | 02 |  |  |

**FURNITURE FOR RECORD ROOM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item #** | **Description of Items** | **Quantity Required** | **Rate per unit** | **Amount** |
| 28 | Filing Rack 7\*4\*1 ½ three side open for record room using angle iron with 22 gauge steel sheet shelf complete as approved | 06 |  |  |