

No:10-PMU/BOR/2016/4501

### **BOARD OF REVENUE OF SINDH REFORMS WING & SPECIAL CELL**

Karachi, Dated: 16 -12-2016

To,

The Director (Advertisement), Information Department, Government of Sindh, Karachi.

Subject:

ADVERTISEMENT OF TENDER NOTICE FOR "SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH" UNDER THE "COMPUTERIZED LAND RECORDS SYSTEM" OF BOARD OF REVENUE, SINDH

Enclosed please find herewith 04 (four) copies of "Notice Inviting Tender" for "SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH" UNDER THE "COMPUTERIZED LAND RECORDS SYSTEM" OF BOARD OF REVENUE, SINDH. The tender notice may please be got published in three leading National Daily Newspapers in English, Urdu & Sindh at the earliest.

> **Assistant Director P/CM** LARMIS, PMU **Board of Revenue, Sindh**

A copy is forwarded for information to:-

- 1. The Additional Chief Secretary (Dev), P&D Department, Govt. of Sindh, Karachi.
- 2. The Member R&S, Board of Revenue, Sindh
- 3. The Secretary Information Department, Govt. of Sindh, Karachi.
- 4. The Manager (C.B), Sindh Public Procurement Authority, Karachi, alongwith a copy of bidding document, notification of PC, CRC, extract of APP, and NIT with a request to publish the attached bidding document on the website of SPPRA as per Rule 21(4) of SPP
- 5. The Deputy Director F&A, Board of Revenue, Sindh
- 6. The Section Officer to the Senior Member, Board of Revenue Sindh, K

7. The Focal Person Website: www.sindhlarmis.gos.pk

Assistant Director P/CM

**Board of Revenue, Sindh** 

Office address: - ST-4, Revenue House, Adjacent Dr. Ziauddin Hospital Clifton Karachi. Ph: 021-99251367-8, Fax: 021-99251373, www.sindhlarmis.gos.pk



### PROJECT MANAGEMENT UNIT REFORMS WING & SPECIAL CELL **BOARD OF REVENUE GOVERNMENT OF SINDH**

### NOTICE INVITING TENDER

Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, invites tender under single stage - two envelope bidding process, under SPPR 2010 from all interested companies for the following tender for the computerized land records System namely "LARMIS" of Board of Revenue Sindh:

Item

### "SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH"

NOTE: Detailed specifications are available in the Tender Documents, which can be purchased from the Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karachi. The bidder must bid for all of the above items collectively. Bids for individual items will be rejected. Instructions:

- Interested eligible bidders may obtain further information on the bid and collect the bidding documents from the office of Project Director, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karachi, Tel: +92-21-99251367-68 / Fax: +92-21-35305586 from Wednesday 21st December 2016 during office Hours, i.e. from 9:00 am to 5:00 pm on payment of document fee of Rs. 2,000/- (non-refundable) in the form of Pay order/Demand Draft in favour of Project Director PMU, Board of Revenue, Sindh till 12:00 PM on Thursday January 5th 2016 Further information / clarifications may also be obtained from the same office.
- The biding document can also be downloaded from the website of SPPRA, i.e. www.pprasindh.gov.pk or the website of PMU, BOR, i.e. www.sindhlarmis.gos.pk, in which case document fee may be submitted alongwith the bid. Only the bids submitted with the document fee will be considered as eligible for participation in the bidding process.
- Tender Bids in sealed envelope as per information are required. Proponents applying for bids should submit two separate envelopes marked as "technical" & "financial" proposal both separately sealed along with 2% bid security of the quoted amount of the total bid in the form of Pay Order / Demand Draft should be dropped / submitted at the office of the Project Director, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karachi, Tel: +92-21-99251367-68 / Fax: +92-21-35305586, on or before Thursday January 5th 2016 at 02:00 PM. Further information / clarification may also be obtained in the same office.
- The technical proposals submitted against the subject tender item will be opened by the Procurement Committee on same day, i.e. Thursday January 5th 2016 at 02:30 pm in the Committee room of Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karachi, Tel: +92-21-99251367-68 / Fax: +92-21-35305586 in presence of all the bidders, or their representatives, who may choose to be present.
- All bids received will be opened and evaluated in the manner prescribed in the evaluation criteria of bidding document.
- Only bids offered on the prescribed tender form issued by the office of the Project Director, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, shall be accepted. However, additional sheets may be attached, if necessitated.
- 7. Conditional tender / application will not be entertained.
- Project Management Unit, Board of Revenue Sindh may cancel the bidding process at any time prior to the acceptance of a bid or
- proposal under Rule 25 (1) of SPP Rules 2010."

  The procuring agency shall announce the results of bid evaluation in the form of a report, giving justification for acceptance of a bid or proposal, subject to the relevant provision of SPPRA RULES 2010.
- 10. This notice can also be seen in the website of SPPRA i.e. www.borasindh.gov.pk as well as in the website of PMU, i.e. www.sindhlarmis.gos.pk
- Please note that in case of any emergency situation posings in thurself a family or declaration of public holiday by the Government of Sindh, the bid submission and opening time would be sidented to the next working date.

-sd/-**Project Director** 

Board of Revenue Government of Sindh

Office address: - ST-4, Revenue House, Adjacent Dr. Ziauddin Hospital Clifton Karachi. Ph: 021-99251367-8, Fax: 021-99251373, www.sindhlarmis.gos.pk

# مراجلية وينبزو بورو بريقار مزوجل المذاعيل بل يوردان رمونو يمور موروان



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### **BOARD OF REVENUE SINDH REFORMS WING & SPECIAL CELL**

### **NOTIFICATION**

Karachi, dated the, 2016

15th Decombox

No.P.S/SMBR/BOR//2016.A Procurement Committee for procurement of works and services is hereby notified under Rule 7 & 8 of the Sindh Public Procurement Rules 2010 for the tender namely "SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH" for the "Computerized Land Records System (LARMIS)" of Board of Revenue Sindh"being executed by PMU, R&S Wing, Board of Revenue, Sindh

a. Member R&S, Board of Revenue, Sindh	Chairman
b. Project Director (PMU), LARMIS, BOR	Member
c. Representative of IS&T Deptt., Govt. of Sindh	Member
d. Representative of Industries Deptt., Govt. of Sindh	Member
e. Deputy Director (IT), PMU, BOR	Member
f. NOC Engineer (Electrical) PMU, BOR	Co-opted Member

### **TERMS OF REFERENCES**

Procurement Committee shall be responsible for;

- (1) Preparing bidding documents;
- (2) Carrying out technical as well as financial evaluation of the bids;
- (3) Preparing evaluation report as provided in Rule 45;
- (4) Making recommendations for the award of contract to the competent authority;
- (5) Perform any other function ancillary and incidental to the above.

SECRETARY TO GOVERNMENT OF SINDH **REVENUE DEPARTMENT** 

### C.C. to:-

- 1. The Chief Secretary, Government of Sindh, Karachi.
- 2. The Additional Chief Secretary (Dev), P & D Department, Govt. of Sindh, Karachi.
- 3. The Secretary IS&T Department, Government of Sindh, Karachi.
- 4. The Secretary Industries Department, Government of Sindh, Karachi.
- The Project Director PMU, Board of Revenue, Sindh 5.
- 6. The P.S to SMBR. Board of Revenue, Sindh, Karachi.
- 7. The P.S to Member R&S, Board of Revenue Sindh, Karachi.

MEMBER R&S **BOARD OF REVENUE SINDH** 

### REFORMS WING & SPECIAL CELL, BOARD OF REVENUE SINDH

### **EXTRACT OF PROCUREMENT PLAN**

### NON-DEVELOPMENT BUDGET "LAND ADMINISTRATION AND REVENUE MANAGEMENT INFORMATION SYSTEM"

S.	Description of	Quantity	Estimated	Funds	Source	Proposed	7	iming of Pro	curements		Remarks
N 0.	Procurement	(Where applicable	Unit Cost (Where applicable) (Millions)	allocated (Million)	of Funds (ADPs Non ADPs)	Procurement Method	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
	"SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH" under the "Computerized Land Records System" of Board of Revenue, Sindh.		,	Above 1 million	ADP	Single Stage twoEnvelope					Rule 46(2)

-/Sd Member R&S Board of Revenue, Sindh

CC:-

• The Sindh Public Procurement Regulatory Authority, Govt. of Sindh, Karachi





### **BOARD OF REVENUE SINDH**

### **NOTIFICATION**

Karachi, dated the 29 December, 2011

No.01-15-10-BOR/46: In supersession of earlier notification of the Board of Revenue Sindh issued vide No: 05/10/BOR/219/2010 dated: 13-05-2010 Complaint Resdressal Committee with the following composition is hereby constituted under Rule 31 of the Sindh Public Procurement Rules, 2010 to address complaints, if any, in respect of procurement processes under the Schemes of Land Administration and Revenue Management Information System (LARMIS), Geo-database Information System (GIS) and Preservation of Land Records & Revamping of Survey & Settlement Directorate projects being executed by the PMU, R&S Wing Board of Revenue Sindh:

1. Senior Member, Board of Revenue Sindh

Chairman

2. Representative of Accountant General, Sindh

Member

3. An independent Professional from relevant field i.e. IT/ Law/ Industries

Member

### **TERMS OF REFERENCES**

- 1. To determine whether there exists any inconsistency in the procurement process with SPPR Rules, 2010 and regulations;
- 2. To determine whether any unauthorized act or decision made by the Consultant Selection Committee:
- 3. To reverse any decision of the Consultant Selection Committee or substitute its own decision for such a decision;
- 4. The Complaint Redressal Committee shall announce its decision within seven (07) days w.e.f. date of reference to the Committee.

### SECRETARY TO GOVERNMENT OF SINDH REVENUE DEPARTMENT

### C.C. to:-

- The Accountant General Sindh, with a request to nominate a representative for the Committee;
- The Member R&S, Board of Revenue, Sindh:

The Secretary, Board of Revenue, Sindh;

(Independent professional from relevant field).

MEMBER (R&S) BOARD OF REVENUE SINDH

### Copy for information to:

- PS to Honourable Minister for Revenue & Relief, Sindh, Karachi.
- PS to Senior Member, Board of Revenue Sindh, Karachi



### Project Management Unit (PMU) Reforms Wing & Special Cell Board of Revenue Government of Sindh

### "SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH"

December, 2016

N.B

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.



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### **Definitions**

In this Contract, the following terms shall be interpreted as indicated:

"Bid" means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by a Procuring Agency.

"Bid with Lowest Evaluated Cost" means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive.

"Bidder" means a person or entity submitting a bid.

"Bidding Documents" means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner.

"Bidding Process" means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract.

"Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

"Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

"Contractor" means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.

"Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportion able to the Software or Services in question.

"Goods" means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, hardware, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods.

"Government" means the Government of Sindh.

"Procurement Proceedings" means all procedures relating to public procurement, starting from solicitation of bids up to award of contract.

"Procuring Agency" means Project Management Unit, Reforms Wing & Special Cell, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh.

"Supplier" means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract.

"Services" means services, such as testing, training and other such obligations of the Contractor covered under the Contract.

"Works" means all items mentioned in BOQ to be provided and services to be rendered & work to be done by the Contractor under the Contract.



### Invitation to Bid

Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh (hereinafter referred to as Purchaser), invites sealed bids from eligible bidders for "SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH" under the "Computerized Land Records System" of Board of Revenue, Sindh.

- 1. Tender Bids in sealed envelope as per information are required. Proponents applying for bids should submit two separate envelopes marked as "technical" & "financial" proposal. The interested bidder must have valid NTN also. Only Income Tax & Sales Tax firms are eligible to participate.
- 2. The bidder must quote for the complete specification. The uncompleted bid will be rejected as non-responsive.
- 3. The bidder must bid for the complete package. Bidding for individual items will be rejected as non-responsive.
- 4. All bids received will be opened and evaluated in the manner prescribed in the evaluation criteria of bidding document.
- 5. Interested eligible bidders may obtain further information on the bid and collect the bidding documents from the office of Project Director, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karachi, Tel: +92-21-99251367-68 / Fax: +92-21-35305586 from Wednesday 21<sup>st</sup> December 2016 during office Hours, i.e. from 9:00 am to 5:00 pm on payment of document fee of Rs. 2,000/- in the form of Pay order/Demand Draft in favour of Project Director PMU, Board of Revenue, Sindh before 12:00 PM on Thursday 5<sup>th</sup> January 2016. The biding document can also be downloaded from the website of SPPRA or the website of PMU, BOR, i.e. sindhlarmis.gos.pk, in which case document fee may be submitted alongwith the bid. Only the bids submitted with the document fee will be considered as eligible for participating in the bidding process.
- 6. All bids must be accompanied by an earnest money/bid security of two percent (2%) of total bid amount, in the form of 'pay order', 'demand draft' or 'bank guarantee' in the name of Project Director PMU, Board of Revenue, Sindh, and must be accompanied with the bid in a separate sealed envelope marked as "Earnest Money/Bid Security". Bid without earnest money/bid security of required amount and prescribed form shall be rejected.
- 7. Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

- 8. The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 9. The Procuring Agency shall have right of rejecting all or any of the tenders as per SPPR 2010.
- 10. All quoted prices must include all applicable taxes, such as General Sales Tax, Income Tax and/or etc. If not specifically mentioned in the bid, then it will be presumed that the prices include all the taxes. Purchaser will not be responsible and would not pay any additional amount in case of changing in tax rate by the Government of Sindh or Government of Pakistan.
- 11. Rights and obligations of the procuring agency and the consultant shall be governed by General and Special conditions of contract signed between the procuring agency and the consultant.
- 12. The following shall result in blacklisting of suppliers, contractors, or consultants, individually or collectively as part of consortium:
- (a) conviction for fraud, corruption, criminal misappropriation, theft, forgery, bribery or any other criminal offence;
- (b) involvement in corrupt and fraudulent practices while obtaining or attempting to obtain a procurement contract;
- (c) final decision by a court or tribunal of competent jurisdiction that the contractor or supplier is guilty of tax evasion;
- (d) willful failure to perform in accordance with the terms of one or more than one contract;
- (e) failure to remedy underperforming contracts, as identified by the procuring agency, where underperforming is due to the fault of the contractor, supplier or consultant.
- 13. Failure to complete the contract within the stipulated time period will invoke penalty of 0.025% of the total cost per day. In addition to that, Performance Guarantee (CDR) amount will be forfeited and the company will not be allowed to participate in future tenders as well.
- 14. An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.



-sd/Project Director
Board of Revenue
Government of Sindh

### **General Terms & Conditions**

- Bids not confirming to the terms, conditions and specifications stipulated in this RFP will be rejected.
- Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh invites this tender under <u>single stage - two envelope procedure</u>, under SPPR 2010.
- Proposal after due date and time will not be accepted for any reason. Proposals must not be sent by Facsimile or e-mail. Such submissions will not be accepted for any reason.
- Bid / Proposal shall comprise one single envelope containing the technical & financial proposal and required information mentioned below:
  - (i) relevant experience; (ii) turn-over of at least last three years; (iii) registration with Income Tax & Sales Tax
- The bidder must bid for the complete package. Bidding for individual items will be rejected as non-responsive.
- All bids received will be opened and evaluated in the manner prescribed in the evaluation criteria of bidding document.

### (i) Bid Security

- All bids must be accompanied by an earnest money/bid security of two percent (2%) of total bid amount, in the form of 'pay order', 'demand draft' or 'bank guarantee' in the name of Project Director PMU, Board of Revenue, Sindh, and must be accompanied with the bid in a separate sealed envelope marked as "Earnest Money/Bid Security". Bid without earnest money/bid security of required amount and prescribed form shall be rejected.
- The bid security of the unsuccessful bidder will be released by PMU BOR after award of work or after expiry of bid validity period whereas the bid security money of successful bidder will be released after the submission of performance security equivalent to 5% of contract price.
- The performance security of the successful bidder will be released after issuance of successful completion certificate by the Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh.
- All/any terms and conditions not specified here shall be dealt with reference to pertinent SPPRA rules 2010.

### (ii) Validity of the proposal

• All proposal and price shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

### (iii) Currency

All currency in the proposal shall be quoted in Pakistani Rupees (PKR). The Bid prices
and rates are fixed during currency of contract and under no circumstance shall any
contractor be entitled to claim enhanced rates for any item in this contract.

### (iv) Withholding Tax, Sales Tax and other Taxes

• The responding organization is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization who signs a contract with the Government. The responding organization will be responsible for all taxes on transactions and/or income, which may be levied by government. If responding organization is exempted from any specific taxes, then it is requested to provide the relevant documents with the proposal.

### (v) OEM relationships

- The support and Maintenance should be supplied through verifiable distribution channel in Pakistan.
- The responding organization (RO) or one of the Joint Bidding Company to be authorized Partner/ Reseller, OF THE ORIGINAL MANUFACTURER.

### (vi) Compliance to Specifications

The Responding Organization (RO) to provide information as per (Compliance sheet).
 RO may not propose any kind of refurbished material / components in their technical proposals.

### (vii) Financial Capabilities

 The RO(s) shall describe the financial position of its organization. Income Statement or Report should be included in the detailed Technical proposal.

12 20 C

### (viii)Penalty Clause

- It is utmost importance that schedule to tender should be filled in very carefully and the instructions set forth above, scrupulously complied with failing which the offer will be ignored. In case of non-completion of renovation work within stipulated period Earnest Money will be forfeited in favor of the Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, Karachi.
  - An affidavit that the firm has not been entangled in litigation with any client during the last 5 years.

- An affidavit that the firm has never been blacklisted by any Government Department.
- Liquidated damages of 0.025% per day of the contract price per day will be deducted for delay in completion of the assignment.

### The technical offer must be submitted (in duplicate) with the following documents

- 1. Company Profile with complete address, telephone No. Fax. No. and e-mail address and contact person.
- 2. Partnership / Reseller letter or agreement copy which authorize Bidder to sell or market the proposed hardware products in Pakistan.
- 3. Drawings, operational manuals and brochures of the products and services offered.
- 4. Complete schedule of the renovation work is to be provided.
- 5. Ability to provide after services support.
- 6. Authenticated Financial Statements of last three years should also be submitted with Technical Proposals.

### **Selection Criteria**

Single stage two-envelop procedure will be used for the final selection of the vendor for the assignment. Bid / Proposal shall comprise two separate envelopes marked as "technical" & "financial" proposal and required information mentioned in General Terms & Conditions. All bids received will be opened and evaluated in the manner prescribed in the evaluation criteria of bidding document.

### **Instructions for Responding Organizations**

### **Communication**

Enquiries regarding this RFP shall be submitted in writing/email to:
Project Director, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue,
Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karrichi, Tel: +92-21-9925136768 / Fax: +92-21-35305586.

### Mode of Delivery and Address

Proposal should be submitted on or before Thursday 5<sup>th</sup> January 2016 at 02:00 PM at the address given below:

Project Director, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karachi.

Tel: +92-21-99251367-68 / Fax: +92-21-35305586.

Proposals shall be delivered by hand or courier so as to reach the address given above by the last date indicated for submission. **PROPOSALS RECEIVED BY FAX OR EMAIL SHALL NOT BE ACCEPTED.** 

### **Submission of Proposal**

The bidder must bid for the complete package. Bidding for individual items from the assignment will be rejected as non-responsive. Proposals can be submitted on or before **Thursday 5<sup>th</sup> January 2016 at 02:00 PM** at the office of Project Director, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karachi, Tel: +92-21-99251367-68 / Fax: +92-21-35305586. Bid / Proposal shall comprise two separate envelopes marked as "technical" & "financial" proposal and required information mentioned in General Terms & Conditions. All bids received will be opened and evaluated in the manner prescribed in the evaluation criteria of bidding document.

The Bank Draft for Bid Bond to be enclosed in a separate envelope, labeled as "Bank Draft/Earnest Money (Bid Bond)", and which should be sealed. Proof of Sales Tax and NTN numbers should also be provided. (Please provide photocopies of all relevant documents).

### **Opening of Proposals**

The technical proposals submitted against the subject RFP will be opened by the Procurement Committee of PMU, Board of Revenue, Sindh on **Thursday 5<sup>th</sup> January 2016 at 02:30 PM** in the Committee room of Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, adjacent Dr. Ziauddin Hospital, Clifton, Karachi, Tel: +92-21-99251367-68 / Fax: +92-21-35305586 in presence of all the bidders, or their representatives, who may choose to be present.

### **Evaluation and Comparison of Technical and Financial Bids**

Bid / Proposal shall comprise two envelopes separately marked "technical" & "financial" proposal and required information mentioned in General Terms & Conditions. All bids received will be opened and evaluated in the manner prescribed in the evaluation criteria of bidding document.

### Basis of Evaluation and Comparison of Bid

The bidders meeting the following criteria in their technical proposal will be eligible for consideration of financial bid against the tender.  $\square$ 

### **MANDATORY CLAUSE**

- 1. The Bidders must comply with the following mandatory requirements:
- 2. The Bidder must be registered with Federal Board of Revenue (FBR) for Income Tax and Sales Tax and must be on FBR's Active Taxpayers List.
- 3. The Bidder must be able to demonstrate that they have expertise in performing the tasks enlisted under scope of work.
- 4. Bidder may submit bids as a Joint Venture but in such case one bidder shall be appointed as a lead bidder who shall be solely responsible for end to end delivery of the entire project.
- 5. Bidder or any of its consortium partners must not have been black listed or declared bankrupt by any Government or Financial institution.
- 6. Bidder NOT complying with any of the above eligibility pre-requisites would be disqualified. All documentary evidence must be submitted along with the bids; no document will be acceptable after bid submission.
- 7. The Bidder must provide the Manufacturing Authorization Letter for Toner Cartridge and their allied peripherals.

### **Term and conditions**

 Sample of the mentioned item must be got approved within in 10 days from the issuance date of sample letter, in case of non-receipt of sample within mentioned time, the Bid will be cancelled.

### **Basis of Evaluation and Comparison of Bid**

The technical proposal of firms meeting the following criteria would be qualified for opening of their financial proposals. The technically non-compliant firms will get their financial proposal unopened returned in accordance with SPP Rules 2010:

S.No.	Criteria	Max. Marks	Marks obtained
(A)	COMPANY PROFILE	200	
1.	The firm must be registered and Ten (10) marks will be given for each year of registration upto the maximum of	100	
	100 marks. (Attach Certificate of Incorporation /		
	Company Registration Documents)		
2.	The firm must be registered for relevant business for 5 years. (Attach Oldest Work Order / Contract Agreement / Completion Certificate)	100	
(B)	EXPERIENCE	400	
1.	The firm must have Completed at least 5 Projects for	200	
	Supply and Delivery of Toner Cartridge		
	(Attach Work Order / Contract Agreement / Completion		
	Certificate)	(000) F.	



S.No.	Criteria	Max. Marks	Marks obtained
2.	The firm must have Completed at least 05 Projects for	200	
	Supply and Delivery of Toner Cartridge at diverse location in Pakistan		
	(Attach Work Order / Contract Agreement / Completion Certificate)		
(C)	QUALITY	200	
1.	Certification for Authorization with Toner Cartridge Provider is required:	200	
	(Attach Business Partner Certificate)		
(D)	FINANCIAL CAPABILITY	200	
1.	The firm must have Average Financial Turnover in relevant business during last 3 years as per criteria given below: (No Marks will given below Rs. 25 Million)  a. Rs. 50 Million and above = 200 Marks b. Rs. 25 to 50 Million = 100 Marks (Attach Audited Financial Statements)	200	
Total:		1000	
Passin	g Marks:	800	

### **Preliminary Evaluation Checklist**

The Bidder should fill out this Form by providing all the required information and Placing this Form on top of the Technical Proposal. Relevant portions of the Technical Proposal should be referenced in this form. Please note that all required information should be provided on this Form and no document should be attached.

### **Information Required**

### a) General

- 1 Name of Bidder or Group of companies going into bid.
- 2 No of Years in business in Pakistan
- 3 No of Offices locations in Pakistan



- 4 Annual Turnover (Million Rs.)
- 5 Value of projects in hand (details may be given)
- 6 Year of Incorporation
- 7 Status of the Bidder
  - Sole Proprietor
  - Partnership Firm
  - Private Limited Company
  - Public Limited Company
  - Entity registered / incorporated outside Pakistan (Give details)
  - Other (Please specify)
- 8 Names of Owner / Partners / Chief Executive / Directors
- 9 Details of Registered Head Office (Address, Phone, Facsimile, Email and Website information)

### b) Details of total staff employed

- 1 No of permanent staff employed: Technical /Managerial
- 2 Cumulative Experience (in years)
- Total No. of Support professionals in Technical Domain
- 4 Total No. of Staff assigned for the proposed project.

### c) Joint Ventures

Bids submitted by a joint venture of two or more companies or partners shall comply with the following requirements:

- a) The Bid, and in case of successful Bid, the Contract form, shall be signed by the lead bidder duly nominated by all the JV partners;
- b) One of the partners shall be authorized to be Incharge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- c) The partner Incharge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- d) all partners of the joint venture shall be liable jointly and severally for the executing of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and
- e) The JV Agreement for this project entered into by the joint venture partners on stamp paper duly attested by Notary Public shall be submitted with the Bid.

### **Special Instructions**

- Incomplete applications will not be considered.
- Any firm, which furnishes wrong information, will be liable for legal proceeding and if any contract is awarded, the same will be cancelled.

- Board of Revenue reserves the right to accept or reject any or all proposals without assigning any reason thereof.
- Authority Letter or Agreement from Principal Company or its Distributor for product and vendor authentication.
- The tender must be filled on prescribed form without any alteration/over writing.
- Conditional tenders/bids will not be acceptable.
- Only companies registered with Sales Tax and Income Tax Departments shall be eligible to participate in the tender (proof of registration is required).
- Every page of this tender document should be signed and sealed by the bidder.

### **Contacting the Purchaser**

Any effort by a bidder to influence the Purchaser in the Purchaser's decisions in respect of bid evaluation or Contract award will result in the rejection of the bidder's bid.

### Purchaser's Right to Accept the Bid or Reject the Bid

The Purchaser reserves the right to accept or reject the bid and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Purchaser's action as per SPP Rules, 2010.

### **Scope of Work**

Project Management Unit, Reforms Wing & Special Cell has established 28 Peoples Service Centers, one in each District Headquarter, listed herein below. The Centers are equipped with printers which require replacement of toners on regular basis.

Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, invites tender through National Competitive Bidding for engaging services of an eligible firm as per evaluation criteria to supply & deliver cartridges for the printers of below listed service centers as per specification given against each.

Contractor shall also be responsible to carry out supply & delivery of toner cartridges for the following Service Centers located in respective Districts as per specifications listed below in this bidding document.

Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh has right to terminate the contract if vendor will fail in providing satisfactory services in given scheduled time. In addition to that, Security Deposit (CDR) amount will be forfeited.

Any unforeseen requirement for the implementation of the assignment would be core responsibility of vendor.

### **BILL OF QUANTITY**

### List of offices

Ο.	τ οπ	rices	
	1.	Revenue House @ Karachi	(BoQ – Black Laser Printer [Sr.1 to Sr. 16] and BoQ – Color Printer [Sr. 1 to Sr. 9])
	2.	People Service Center @ Hyderabad	(BoQ – Color Printer [Sr. 10])
	3.	People Service Center @ Jamshoro	(BoQ - Color Printer [Sr. 10])
	4.	People Service Center @ T.M.Khan	(BoQ - Color Printer [Sr. 10])
	5.	People Service Center @ Makli - Thatta	(BoQ - Color Printer [Sr. 11])
	6.	People Service Center @ Dadu	(BoQ - Color Printer [Sr. 11])
	7.	People Service Center @ Tando Allahyar	(BoQ - Color Printer [Sr. 11])
	8.	People Service Center @ Badin	(BoQ - Color Printer [Sr. 11])
	9.	People Service Center @ Mirpurkhas	(BoQ - Color Printer [Sr. 11])
	10.	People Service Center @ S. Benazirabad	(BoQ - Color Printer [Sr. 11])
	11.	People Service Center @ Sukkur	(BoQ - Color Printer [Sr. 11])
	12.	People Service Center @ Karachi (South)	(BoQ - Color Printer [Sr. 11])
	13.	People Service Center @ Karachi (Malir)	(BoQ - Color Printer [Sr. 11])
	14.	People Service Center @ Karachi (Central)	(BoQ - Color Printer [Sr. 11])
	15.	People Service Center @ Karachi (East)	(BoQ - Color Printer [Sr. 11])
	16.	People Service Center @ Karachi (West)	(BoQ - Color Printer [Sr. 11])
	17.	People Service Center @ Ghotki	(BoQ - Color Printer [Sr. 11])
	18.	People Service Center @ Kashmore	(BoQ – Color Printer [Sr. 11])
	19.	People Service Center @ Qamber	(BoQ – Color Printer [Sr. 11])
	20.	People Service Center @ Nausheroferzo	(BoQ – Color Printer [Sr. 11])
	21.	People Service Center @ Matiari	(BoQ – Color Printer [Sr. 11])
	22.	People Service Center @ Khairpur	(BoQ – Color Printer [Sr. 11])
	23.	People Service Center @ Mithi – Tharparkar	r(BoQ – Color Printer [Sr. 11])
	24.	People Service Center @ UmerKot	(BoQ - Color Printer [Sr. 11])
	26. 27.	People Service Center @ Sanghar People Service Center @ Shikarpur People Service Center @ Jacobabad People Service Center @ Larkana	(BoQ – Color Printer [Sr. 11]) (BoQ – Color Printer [Sr. 11]) (BoQ – Color Printer [Sr. 11]) (BoQ – Color Printer [Sr. 11])

Total Offices: 28

### **DETAILED SPECIFICATIONS OF PRINTERS**

	<u>DETAILED OF LORTOATION</u>		
	Black Laser I	Printer Details	
S.No	Printer Model	Cartridge Model	Quantity
1	HP LaserJet P1606dn	CE278A / 78A Black	12
2	HP LaserJet P1606dn	CE278A / 78A Black	
3	HP LaserJet P1606dn	CE278A / 78A Black	
4	HP LaserJet P1606dn	CE278A / 78A Black	
5	HP LaserJet 1536dnf MFP	CE278A / 78A Black	1
6	HP LaserJet Pro 400 M401dn	CF280A / 80A Black	12
7	HP LaserJet Pro 400 M401dn	CF280A / 80A Black	
8	HP LaserJet Pro 400 M401dn	CF280A / 80A Black	
9	HP LaserJet Pro 400 M401dn	CF280A / 80A Black	
10	HP LaserJet M1212nf MFP	CE285A / 85A Black	12
11	HP LaserJet M1212nf MFP	CE285A / 85A Black	
12	HP LaserJet P1102	CE285A / 85A Black	1
13	HP LaserJet P1102	CE285A / 85A Black	
14	HP LaserJet P1102	CE285A / 85A Black	_
15	HP LaserJet Pro M127fn MFP	CF283A / 83A Black	3
16	Panasonic KX-MB2120 G3	KX-FAT472 Black	3
	Total:		42
			-
	Color Prin	ter Details	<u> </u>
S.No	Printer Model	Cartidge Model	Quantity
1	HP OfficeJet 7500A Wide Format	Black Ink Cartridge CD975AE	2
		Cyan Ink Cartridge CD972AE	_
		Magenta Ink Cartridge	
		CD973AE	
		Yellow Ink Cartridge CD974AE	
2	HP LaserJet 400 Color M451dn	Black Toner Cartridge CE410A	1
		Cyan Toner Cartridge CE411A	
		Yellow Toner Cartridge	
		CE412A	
		Magenta Toner Cartridge CE413A	
	LID I and Li 400 O. L. MASSA I	OLTION OTHER	<del> </del>

HP LaserJet 400 Color M451dn

3

2

Black Toner Cartridge CE410A Cyan Toner Cartridge CE411A Yellow Toner Cartridge

Magenta Toner Cartridge

CE412A

CE413A

4	HP OfficeJet J4580 All in One	Black Ink Cartridge CC653A Tri-color Ink Cartridge CC656A	1		
5	HP Color LaserJet CP5225	Black Print Cartridge CE740A Cyan Print Cartridge CE741A Yellow Print Cartridge CE742A Magenta Print Cartridge CE743A	2		
6	HP Color LaserJet CP5225	Black Print Cartridge CE740A Cyan Print Cartridge CE741A Yellow Print Cartridge CE742A Magenta Print Cartridge CE743A	2		
7	HP Color LaserJet CP5225	Black Print Cartridge CE740A Cyan Print Cartridge CE741A Yellow Print Cartridge CE742A Magenta Print Cartridge CE743A	1		
8	HP DesignJet T7200	Matte Black Ink Cartridge CM991A Yellow Ink Cartridge CM992A Magenta Ink Cartridge CM993A Cyan Ink Cartridge CM994A Gray Ink Cartridge CM995A Dark Gray Ink Cartridge CM996A	2		
9	HP DesignJet 510	Cyan Ink Cartridge C4911A Magenta Ink Cartridge C4912A Yellow Ink Cartridge C4913A Black Ink Cartridge CH 565A	2		
10	HP Color LaserJet CP4525	Black Print Cartidge CE260A Cyan Print Cartidge CE261A Yellow Print Cartidge CE262A Magenta Print Cartidge CE263A	14		
11	HP OfficeJet Pro X451dw	Black Ink Cartridge CN621A Cyan Ink Cartridge CN622A Magenta Ink Cartridge CN623A Yellow Ink Cartridge CN624A	72		
Total:					

### **Standards Features**

The Vendor must describe the type and standards of the supplies.

### Warranty

Describe in detail the warranties provided by the vendor and manufacturer of materials which should not be less than one (01) year.

Delivery schedule

The successful bidder would be required to carry out the assignment on as and when required basis during a period of (01) year

after signing of contract.

### **PRICE SCHEDULE**

The bidders should submit their price bid/financial proposal in the following prescribed format detailing item, its quantity, unit price & total price in accordance with the terms and conditions and provisions of this RFP document.

### **DETAILED SPECIFICATIONS OF PRINTERS**

1 HP 2 HP 3 HP 4 HP 5 HP	Black Laser Printer Model P LaserJet P1606dn P LaserJet P1606dn P LaserJet P1606dn P LaserJet P1606dn	rinter Details Cartridge Model CE278A / 78A Black CE278A / 78A Black	Quantity 12
1 HP 2 HP 3 HP 4 HP 5 HP	P LaserJet P1606dn P LaserJet P1606dn P LaserJet P1606dn	CE278A / 78A Black	
2 HP 3 HP 4 HP 5 HP	P LaserJet P1606dn P LaserJet P1606dn		
3 HP 4 HP 5 HP	P LaserJet P1606dn	CE278A / 78A Black	
4 HP 5 HP			
5 HP	Plaser let P1606dn	CE278A / 78A Black	
	Laberack 1 1000an	CE278A / 78A Black	
6 110	P LaserJet 1536dnf MFP	CE278A / 78A Black	
6 HP	P LaserJet Pro 400 M401dn	CF280A / 80A Black	12
7 HP	P LaserJet Pro 400 M401dn	CF280A / 80A Black	
8 HP	P LaserJet Pro 400 M401dn	CF280A / 80A Black	
9 HP	LaserJet Pro 400 M401dn	CF280A / 80A Black	
10 HP	LaserJet M1212nf MFP	CE285A / 85A Black	12
11 HP	LaserJet M1212nf MFP	CE285A / 85A Black	
12 HP	P LaserJet P1102	CE285A / 85A Black	
13 HP	P LaserJet P1102	CE285A / 85A Black	
14 HP	P LaserJet P1102	CE285A / 85A Black	
15 HP	P LaserJet Pro M127fn MFP	CF283A / 83A Black	3
16 Pa	nasonic KX-MB2120 G3	KX-FAT472 Black	3
	Total:		42
			·
-	Color Printe	er Details	
S.No Pri	inter Model	Cartidge Model	Quantity
1 HP	OfficeJet 7500A Wide Format	Black Ink Cartridge CD975AE	2
		Cyan Ink Cartridge CD972AE	
		Magenta Ink Cartridge	
		CD973AE	
0 115	21	Yellow Ink Cartridge CD974AE	4
2 HP	P LaserJet 400 Color M451dn	Black Toner Cartridge CE410A	1
		Cyan Toner Cartridge CE411A Yellow Toner Cartridge	
		CE412A	
		Magenta Toner Cartridge	
		CE413A	
3 HP	P LaserJet 400 Color M451dn	Black Toner Cartridge CE410A	2

		Cyan Toner Cartridge CE411A Yellow Toner Cartridge CE412A Magenta Toner Cartridge CE413A	
4	HP OfficeJet J4580 All in One	Black Ink Cartridge CC653A Tri-color Ink Cartridge CC656A	1
5	HP Color LaserJet CP5225	Black Print Cartridge CE740A Cyan Print Cartridge CE741A Yellow Print Cartridge CE742A Magenta Print Cartridge CE743A	2
6	HP Color LaserJet CP5225	Black Print Cartridge CE740A Cyan Print Cartridge CE741A Yellow Print Cartridge CE742A Magenta Print Cartridge CE743A	2
7	HP Color LaserJet CP5225	Black Print Cartridge CE740A Cyan Print Cartridge CE741A Yellow Print Cartridge CE742A Magenta Print Cartridge CE743A	1
8	HP DesignJet T7200	Matte Black Ink Cartridge CM991A Yellow Ink Cartridge CM992A Magenta Ink Cartridge CM993A Cyan Ink Cartridge CM994A Gray Ink Cartridge CM995A Dark Gray Ink Cartridge CM996A	2
9	HP DesignJet 510	Cyan Ink Cartridge C4911A Magenta Ink Cartridge C4912A Yellow Ink Cartridge C4913A Black Ink Cartridge CH 565A	2
10	HP Color LaserJet CP4525	Black Print Cartidge CE260A Cyan Print Cartidge CE261A Yellow Print Cartidge CE262A Magenta Print Cartidge CE263A	14
11	HP OfficeJet Pro X451dw	Black Ink Cartridge CN621A Cyan Ink Cartridge CN622A Magenta Ink Cartridge CN623A Yellow Ink Cartridge CN624A	72
	Total:		101

To, Project Director, Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh Karachi. Sir,

SUBJECT:

"SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH" **Under The "COMPUTERIZED LAND RECORDS SYSTEM"** 

ŀ	Having exa	amined the bio	Iding documents,	, the rece	eipt of w	hich is he	reby dul	y ack	knowledge,	for th	ne ab	ove
Contract	, we, the	undersigned,	offer to supply,	deliver,	test and	d impart	training	in c	conformity	with	the :	said
		s for the Total										

) or such other sums as may be Pak Rupees (in figures ascertained in accordance with the Price Schedule attached hereto and made part of this bid.

We undertake, if our bid is accepted, to complete the works in accordance with the Contract Execution Schedule.

If our Bid is accepted, we will provide the performance security in the sum equivalent to 5% of the Contract Price for the due performance of the Contract.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening 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 in your Notification of Contract Award, shall constitute a binding Contract between us.

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

Dated this2016	
WITNESS         Signature         Name         Title         Address	BIDDER Signature Name Title Address

### **BID SECURITY FORM**

WHEREAS	[Name of Bidder] (hereinafter called "the Bidder" has submitted its bid dated
[date]	for the "SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS
OFFICES (	OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH" UNDER THE
"COMPUT	(hereinafter called "the Bid").

know all MEN by these presents that we <u>[Name of the Bank]</u> of <u>[Name of Country]</u> having our registered office at <u>[Address of Bank]</u> (hereinafter called "the Bank") are bound into the Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, Karachi, Pakistan (hereinafter called "the Purchaser") in the sum of ------, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this-----day of-----, 2016

### THE CONDITIONS of this obligation are:

- 1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder does not accept the corrections of his Total Bid Price; or
- 3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to execute the Contract Form, when requested. or

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to -----, the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.



By [Bank] . (Title) Authorized Representative

DE	DE	ΛP	ΜΔΙ	NCF	SECI	IRIT	Y FORM
~		un	IVIAI	W.L.	366	71\1	

PERFORMANCE SECONT 1 ONC.								
To,								
Project Director,								
Project Management Unit,								
Reforms Wing & Special Cell,								
Board of Revenue,								
Government of Sindh								
Karachi.								
WHEREAS [Name of the Contractor] hereinafter called "the Contractor" has undertaken, in								
pursuance of the bid for "SUPPLY & DELIVERY OF VARIOUS TONER CARTRIDGES FOR VARIOUS								
OFFICES OF PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, SINDH" Under The								
"COMPUTERIZED LAND RECORDS SYSTEM", dated2016, (hereinafter called "the								
Contract").								
AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you								
with a bank guarantee by a recognized bank for the sum specified therein as security for compliance								
with the Contractor's performance obligations in accordance with the Contract;								
with the contractor a performance assigntants in accordance with the contract,								
AND WHEREAS we have agreed to give the Contractor a Guarantee:								
The state we have agreed to give the contractor a cadiantee.								
THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the								
Contractor up to a total of								
Contractor, up to a total of								
undertake to pay you, upon your first written demand declaring the Contractor to be in default								
under the Contract, and without cavil or argument, any sum or sums as specified by you, within the								
limits of <u>[Amount of Guarantee]</u> 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								
This guarantee is valid until day of, 2016, or twenty-eight (28) days of the issue								
of the Defects Liability Expiry Certificate, whichever is later.								
[NAME OF GUARANTOR]								
Signature								
Name								
Title								
Address								
Seal								
- Contract of the Contract of								