



ECONOMIC REFORM UNIT

**FINANCE DEPARTMENT
GOVERNMENT OF SINDH**

REQUEST FOR PROPOSAL

**PROCUREMENT OF PHYSIAL ASSETS FOR THE OFFICES OF ECONOMIC REFORM
UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH**

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IMPORTANT NOTE

Bidder(s) 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 are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder(s) 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 Bid process. The Bidder(s) shall quote their prices inclusive of all applicable duties and taxes /Transportation etc. and all other expenses on free delivery to consignee's end at the Economic Reform Unit, Finance Department Office.

All documents should be submitted duly flagged and the detailed of the documents should also be mentioned in front of the Index.

APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES-2010 (AMENDED - 2017)

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

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS

In this document, unless there is anything repugnant in the subject or context:

Procuring Agency	means the Economic Reform Unit, 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 Government of Sindh, Finance Department to act as Procuring Agency for the purpose of the contract.
Authorized Vendors / Partners/ Distributers	means that the Firm/Company or any organization allowed by the Principal Manufacturer in writing to sale their products.
Confirmation	means confirmation in writing.
Contractor/ Bidder/ Firm/ Vendor	means an entity/ company/organization that has submitted its Bid as per the criteria / specifications listed.
Contractor	means any entity or person that may provide or provides the Goods to any of the public sector organization under the contract.
Contract	means the contract proposed to be entered into between the Economic Reform Unit, Finance Department, Government of Sindh and the Bidder, including all attachments, appendices, 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.
Calendar Days	means days including all holidays.
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).
Government	means Government of Sindh.
In Writing	means communicated in written form e.g. by mail, e-mail or fax, delivered with proof of receipt.

Person	individual, association of persons, firm, company, corporation, institution and organization, etc having legal capacity.
Personnel	means professionals and support staff provided by the bidder that are assigned to perform the Task or any part thereof.
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.
Proposal	means the Technical Proposal and the Financial Proposal for the provision of the Goods submitted by a Bidder in response to RFP.
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.
RFP	means Request for Proposals, including any amendments that may be made by the Economic Reform Unit, Finance Department Government of Sindh for the selection of bidder(s).
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.
Stores/ Products/ Goods/ Items	means the tasks to be performed by the bidder(s) pursuant to the Contract as listed under <u>Annexure-H</u> .

2. RFP COST

The Bidder(s) shall make non-refundable payment of PKR 2,000/- (Pak Rupees Two Thousand Only) in the form of Pay Order in favor of **DDO, Economic Reform Unit, Finance Department, Government of Sindh** for participation in the bidding process either at RFP document collection or at the time of bid submission. The Bid shall not be submitted without the said payment.

3. ELIGIBILITY CRITERIA

Eligible Bidder is a Bidder who:

- i. has a registered office in Pakistan;

- ii. Valid copy of C.N.I.C of Bidder's Authorized Representative. (copy of CNIC shall be submitted);
- iii. registration with Sindh Revenue Board / Federal Board of Revenue (FBR) for Income Tax and Sales Tax;
- iv. Submit the Valid Documentary Evidence / Acknowledgement of Income Tax Return to FBR for the last Five (05) Years;
- v. Submit the Valid Documentary Evidence / Acknowledgement of General Sales Tax Return to FBR for the last Five (05) Years;
- vi. has required relevant experience as mentioned at Annexure- D;
- vii. has valid authorization in Pakistan;
- viii. has the required relevant experience and enough strength to fulfill the requirement of assignment as mentioned vide Annexure- H;
- ix. Provider of Stores as mentioned vide as per Schedule of Requirements at Annexure- H;
- x. Bidder should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and all other documents to be used for the procurement of the goods to be purchased under this RFP;
- xi. Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh;

4. BID PREPARATION COST

The Bidder(s) shall bear all costs/ expenses associated with the preparation and submission of the Bid and the Procuring Agency shall in no case be responsible / liable for the any costs/expenses.

5. 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.

B. THE BIDDING DOCUMENTS

6. CLARIFICATION OF THE RFP

An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. AMENDMENT TO THE RFP DOCUMENT

At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.

All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

C. THE BIDDING DOCUMENTS

8. PHYSICAL ASSETS

- i. The Procuring Agency has classified physical assets in three categories namely A, B, and C.
- ii. The Bidder(s) shall submit a separate Bid proposal for any of the category for which it intends to participate. (The Bidder should not provide a single Bid proposal in case if it intends to participate in more than one category).

The technical specification of physical assets are provided in Annexure-H. However, briefly, the physical assets categories are summarized below:

S. No	Description	Quantity
CATEGORY-A		
1.	Desktop Computers with L.E.D	03-Units
2.	UPS	02-Units
3.	Laptop Computers	08-Units
4.	Printers	03-Units
CATEGORY-B		
1.	Split ACs 1.5 Ton	03-Units
CATEGORY-C		
1.	Multifunction Photocopier	01-Unit

9. LANGUAGE OF BID

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 language specified in the Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. DOCUMENTS COMPRISING THE BID

The procurement process shall be governed under SPP Rules, 2010 (amended -2013).

As per Rule 46 (02), Single Stage-Two Envelope Procedure would be followed. This is as follows:

- a. The Bid(s) will be comprised of a single package containing two separate envelopes.
- b. Each envelope will contain separately the financial proposal and the technical proposal.
- c. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.
- d. The envelopes shall also be marked “BID PROPOSAL FOR CATEGORY” in bold letters. The categories shall be A or B or C.
- e. Initially, only the envelope marked “TECHNICAL PROPOSAL” will be opened.
- f. Envelope marked as “FINANCIAL PROPOSAL” will be retained in the custody of the procuring agency without being opened.
- g. Procuring agency will 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.
- h. No amendments in the Technical Proposal(s) will be permitted during technical evaluation.
- i. Financial proposal(s) of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the bidder(s) in advance.

- j. Financial proposal(s) of bid(s) found technically non-responsive will be returned un-opened to the respective bidder(s).
- k. Bid(s) found to be the lowest evaluated or best evaluated bid(s) would be accepted.

In accordance with these rules, interested *Bidder(s)* applying for bids should submit separate Envelopes for Technical Proposal and Financial Proposal.

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

11. BID FORM

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, their country of origin, quantity, and prices.

12. BID 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 Bid, 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.

13. BID CURRENCIES

Prices shall be quoted in Pak Rupees only.

14. PREPARATION OF BID

- 14.1 The Bid proposal as well as all related correspondence exchanged between the Bidder(s) and the Procuring Agency, shall be in English. Any Printed literature furnished by the Bidder(s) in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Bid.
- 14.2 The Bid 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(s) or his Authorized Representative. In case of copies, color photocopies may be submitted.
- 14.3 The Bid shall be in Two Envelopes i.e. The “Technical Proposal” and the “Financial Proposal”.

- i. The Technical Proposal shall comprise and fulfill all the requirements, without quoting the price.
- ii. Bid Covering Letter duly signed and stamped by authorized representative. (Annexure-A).
- iii. Print the name of Category for which Bid proposal is submitted.
- iv. Fulfilled Preliminary Screening Criteria at Annexure-B.
- v. Technical Proposal Form, at Annexure-C.

14.4 Evaluation Criteria at Annexure-D.

- i. Undertaking at Annexure-E. All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted.
- ii. Manufacturer's Authorization Form at Annexure-F.
- iii. Affidavit at Annexure-I.
- iv. Form of Bid Requirements at Annexure-J.
- v. Evidence of eligibility of the Bidder(s) & the Stores.
- vi. Evidence of conformity of the Stores to the RFP Document.
- vii. The statement must be signed by the authorized representative of the Bidder(s).
- viii. Valid Registration Certificate's copies for Income Tax, Sales Tax.
- ix. Income Tax & Sales Tax Returns for the last 05-Tax years.

14.5 The Financial Proposal(s) shall comprise the following:

- i. Financial Proposal Form as mentioned vide at Annexure-G.
- ii. Schedule of Requirement (SOR) as mentioned vide at Annexure-H.
- iii. Bid security pursuant to the RFP requirements.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS

15.1 The Bidder(s) shall seal the Technical Proposal in an envelope duly marked as under:-

TECHNICAL PROPOSAL

BID PROPOSAL FOR CATEGORY “____”

PROCUREMENT OF PHYSIAL ASSETS FOR THE OFFICES OF ECONOMIC REFORM UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH

DO NOT OPEN BEFORE 3:00 P.M APRIL 26

- 15.2 The Bidder(s) shall again seal the envelope of Financial Proposal, duly marking the envelope as under:

FINANCIAL PROPOSAL

BID PROPOSAL FOR CATEGORY “____”

PROCUREMENT OF PHYSIAL ASSETS FOR THE OFFICES OF ECONOMIC REFORM UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH

16. DEADLINE FOR SUBMISSION OF BIDS

- 16.1 The Bids must be received by the Procuring Agency during office hours no later than the time and date specified in the Data Sheet.
- 16.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with this RFP, in which 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.
- 16.3 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 bid(s) submitted by the Bidder(s).

17. LATE BIDS

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to this RFP will be rejected and returned unopened to the Bidder.

18. BID SECURITY

- 18.1 The Bidder(s) shall furnish the Bid Security as under:
- As part of Financial Bid(s) Envelope, failing which will cause rejection of Bid(s).

- ii. For a sum equivalent to 05% of the Total Bid Price in favor of ***“DDO, Economic Reform Unit, Finance Department, Government of Sindh”***;
 - iii. Denominated in PAK Rupees.
 - iv. Have a minimum validity period of ninety (90) days from the last date of submission of the Bid till award of contract;
- 18.2 The proceeds of the Bid Security shall be payable to the Procuring Agency, on the occurrence of any / all of the following conditions:-
- i. If the Bidder(s) withdraws the Bid during the period of the Bid validity specified by the Bidder(s) on the Bid form; or
 - ii. If the Bidder(s) does not accepted the correction of his total bid price; or
 - iii. If the Bidder(s), having being notified of the acceptance of the bid by the Procuring Agency during the period of the bid validity, fails or refuses to furnish the performance security, accordance with the RFP.
- 18.3 The Bid Security shall be returned to the technically unsuccessful bidder(s) with unopened financial bid(s) while the unsuccessful bid(s) of financial bid(s) opening procedure will be returned the Bid Security only. The Bid Security would be returned to the successful bidder(s) on furnishing the performance security.

19. **BID VALIDITY**

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

20. **WITHDRAWAL OF THE BID**

- i. The bidder(s) may, by return notice served on the Procuring Agency to modify or withdraw the Bid after submission of the Bid, prior to the dead line for submission.
- ii. The Bid, withdrawn after the deadline for submission for Bid(s) and prior to the expiration of the period of the bid validity, shall result in for forfeiture of the Earnest Money.

E. OPENING AND EVALUATION OF BIDS

21. **OPENING OF THE BIDS**

- 21.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 21.2 The bidders' names, bid modifications or withdrawals, and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to this RFP. Withdrawn bids will be returned unopened to the bidders.
- 21.3 No bidder(s) or its representative will be allowed to keep any digital device (i.e. video camera, audio recorder, cell phone etc) during bid opening at given time and location. Non-compliance will cause the rejection of respective bidder(s).
- 21.4 The Procuring Agency will prepare minutes of the bid opening.

22. CLARIFICATION OF BIDS

The Procuring Agency will have the right, at its exclusive discretion, to require, in writing, further information clarification of the Bid or may require 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 confirm the correction of arithmetical errors discovered in the Bid. Acceptance of any such correction at sole discretion of the Procuring Agency.

23. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF THE BID

- 23.1 The Procuring Agency shall determine the substantial responsiveness of the Bid to the RFP, prior to the Bid Evaluation Criteria, on the basis of the contents of the Preliminary Screening Criteria mentioned at Annexure-B. A substantially responsive Bid(s) is one which:
- i. meets the Preliminary Screening Criteria & Evaluation Criteria for the Bidder(s) for the Good(s)/item(s) as mentioned vide Annexure-B & Annexure-D;
 - ii. meets the Technical Specifications for the Store(s)/item(s) as mentioned vide Annexure -H;
 - iii. meets the Marking Points for the Stores as mentioned vide Annexure-D;
 - iv. meets the rate and limit of liquidated damages;
 - v. offers fixed price quotations for the stores as mentioned vide Annexure-H;
 - vi. is accompanied by the required Bid Security as a part of Financial Bid envelope;
 - vii. is otherwise complete and generally in order;

viii. conforms to all terms and conditions of the RFP, without material deviation or reservation;

23.2 A material deviation or reservation is one which affects the scope, quality of the Stores/item(s)/good(s) or limits the Procuring Agency's rights or the Bidder's obligations under the contract.

23.3 The Bid determined as not substantially responsive will disqualify from the Procurement Process & shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.

24. CORRECTION OF ERRORS/AMENDMENT IN RFP DOCUMENT

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

24.1.1 If there is a discrepancy between the amount in figures and the amount in words for the total Bid(s) Price entered in the Bid Form, the amount which tallies with the total Bid(s) Price entered in the Price Schedule, shall govern. If there is a discrepancy in the unit rate(s) and the total price entered in the price schedule, resulting from incorrect multiplication of the unit rate(s) by the quantity, the unit rate(s) as quoted shall govern and the total price would be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate(s), in which case the total price as quoted shall govern and the unit rate(s) will be corrected.

24.1.2 If there is a discrepancy in the actual sum of the itemized total prices and the total Bid(s) price quoted in the price schedule, the actual sum of the itemized total prices will govern. The Bid(s) price as determined after arithmetic correction shall be termed as the corrected Bid(s) price which shall be binding upon the bidder(s). Adjustment will be based on corrected Bid(s) Price. The price determined after making such adjustments will be termed as evaluated total Bid(s) price. The bidder(s) shall rate the Bid(s) price for the payment terms outlined in the conditions of contract which will be considered for the evaluation of the Bid. The Bidder(s) may state alternate payment terms and indicate the reduction in the Bid(s) price offered for such alternative payment terms. The Procuring Agency may consider the alternative payment terms offered by the bidder(s).

24.2 The Bid must be free from erasing, cutting and over-writing. In Case of erasing, cutting and over-writing, Authorized Person should initial it duly stamped, else the offer will not be entertained.

25. EVALUATION OF TECHNICAL PROPOSALS

25.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness the bid, applying the evaluation criteria, sub-criteria, and point system specified in the Annexure-D. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

25.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing technically qualified bidders that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Shortlisted Consultants' attendance at the opening of Financial Proposals is optional. Financial proposals of those Shortlisted Bidder(s) who failed to secure minimum qualifying marks shall be returned un-opened.

26. EVALUATION OF FINANCIAL PROPOSALS

26.1 Financial Proposals shall be opened publicly in the presence of the Shortlisted Bidders representatives who choose to attend. The name of the Shortlisted Bidders and the technical scores of the Shortlisted Bidders shall be read aloud. The Financial Proposal of the Shortlisted Bidders who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

27. REJECTION OF THE BID

27.1 The Procuring Agency shall, accept a Bid or reject any or all Bid (s), cancel/annul the procurement process at any time prior to the award of Contract subject to SPP Rules, 2010, and without thereby incurring any liability to the Bidder(s).

27.2 The Bid shall be rejected if it is:

- i. Substantially non-responsive; or
- ii. Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents by other than specified mode; or
- iii. Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
- iv. Subjected to interlineations /cuttings/corrections/erasures/overwriting; or
- v.
- vi. The Bidder refuses to accept the corrected total bid(s) price; or
- vii. The Bidder has conflict of interest with the Procuring Agency; or
- viii. The Bidder tries to influence the Bid evaluation/Contract award; or
- ix. The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.

27.3 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(s).

27.4 The Bidder(s) submits any financial conditions as part of its bid which is not in conformity with RFP document.

28. CONTACTING THE PROCURING AGENCY

28.1 Subject to RFP Clause 20, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

28.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

29. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

The Procuring Agency may procure additional quantities up to 15% as per SPP Rules as per its need to meet the requirement during the same financial year subject to the condition that supplier/bidder is willing to supply goods on the same price as agreed in the original contract. The procuring agency may decrease the quantities if deemed necessary.

F. AWARD OF CONTRACT

30. ACCEPTANCE LETTER

The Procuring Agency will, send the Acceptance letter to the successful Bidder, prior to the expiry of the validity period of the Bid, 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(s) & will Discharge its Bid Security.

31. PERFORMANCE SECURITY

31.1 The successful Bidder will have to deposit the requisite Performance Security as under:

- i. within Fourteen (14) Calendar days of the receipt of the Acceptance letter from the Procuring Agency;
- ii. in the form of Pay Order, issued by a scheduled bank operating in Pakistan;
- iii. For a sum equivalent to 10% of the contract value;
- iv. Denominated in Pak Rupees;
- v. Have a validity period of One (01) Year i.e. Twelve (12) months, starting from the date of submitting of Performance Security, whichever is later;

- 31.2 The proceeds of the Performance Security shall be payable to the Procuring Agency, on the occurrence of any/all of the following conditions:
- i. If the contractor(s) commits a default under the contract;
 - ii. If the contractor(s) fails to fulfill any of the obligations under the contract;
 - iii. If the contractor(s) violates any of the terms and conditions of the contract;
 - iv. The contractor(s) 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 will be returned to the Contractor(s) within 30-working days after the expiry of its validity.

32. FRAUD AND CORRUPTION

It is Government's policy that Bidders under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR2010, “The Procuring Agency can inter-alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA, provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

33. TAXES & DUTIES

The tendered rates should be inclusive of all applicable Taxes to Federal & Provincial Government or Local Bodies and will be deducted from the bill of the Contractor(s)/ Supplier(s). If the Contractor(s)/Supplier(s) require Tax exemption facility regarding non-deduction of Advance Income Tax, the exemption certificate issued by the concerned Authority must be attached and on C.I.F basis a copy of Bill of Entry & Tax paid challan copy should be attached with the Bill.

34. STAMP DUTY

Successful Bidder(s) will be liable to pay Stamp Duty (as applicable under the Stamp Duty Act 1989) duly stamped on the Contract Agreement & Assessment which may be levied in respect of the required Stores/Items/Goods.

DATA SHEET

The following specific data shall supplement the provisions in the Document.

1	Procurement	Procurement of Physical Assets
2	Address and Contact Person of Procuring Agency	Director Finance, Public Private Partnership (PPP) Unit, 7th Floor, A.K. Lodhi Block, Sindh Secretariat, Karachi Economic Reform Unit, Finance Department, Government of Sindh Tel: +92-21-99222 191
3	Address for Submission of Bids	Committee Room, PPP Unit, 7th Floor, A.K. Lodhi Block, Sindh Secretariat, Karachi
4	Submission Deadline date and time	02:00 P.M. Pakistan time on April 26, 2017
5	Bid Opening	03:00 P.M. Pakistan time on April 26, 2017
6	Envelops	“ORIGINAL PROPOSAL” DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and, DO NOT OPEN, EXCEPT IN PRESENCE OF THE PROCUREMENT COMMITTEE on outer envelope.
7	Language of Bid and correspondence	English
8	Proposal Validity	90 days from the closing date of submission of proposal.
9	Evaluation Criteria	Minimum 75 points for technical proposal qualification.
10	Scoring System	Annexure-D
11	Bid Security	The Bidder shall deposit a Bid Security <u>in</u>

		<u>original Financial Proposal</u> of an amount equivalent to 5% (five per cent) of the bid price in the form of Pay Order in favor of <i>DDO, Economic Reform Unit, Finance Department.</i>
15	Performance Security	10% in the form of Pay Order in favor of <i>DDO, Economic Reform Unit, Finance Department.</i>

SPECIAL STIPULATIONS:

<i>For ease of reference, certain special stipulations are as under:-</i>	
Sr. No	PARTICULARS
1.	The supplies should be in commercial pack and delivered at the Economic Reform Unit, Finance Department, Government of Sindh office by the Authorized representative of the Contractor(s) / Firm(s) at the risk and cost of the supplier(s). Any Breakage or Shortage of the stock will be recovered from the Supplier(s).
2.	The liquidated/Damages in the event of completion beyond the given schedule shall be 0.25% of the contract price for each day of delay from the targeted period.
3.	The Bidder(s) shall quote their Firm & Final rate(s) both in Figure & in words on free delivery basis at Finance Department office, as negotiations are not allowed under SPP Rules, 2010.
4.	If Good(s)/Item(s)/Store(s) are declared Sub-Standard, the contractor(s)/supplier(s) are solely responsible and are bound to supply additional quantity of whole item(s)/store(s) free of cost.
5.	The Technical Evaluation carried out by Procurement Committee will be Final.
6.	Financial Offer will be announced/considered only those item(s) which will Technically qualified by the Procurement Committee.
7.	Only item(s)/good(s)/store(s) approved by Procurement Committee will be considered by Procuring Agency.
8.	The Procurement Committee reserves the right to approve/drop any item(s)/good(s)/store(s) <u>or</u> scrap/cancel the tender as per Relevant Rules of SPPRA-2010 (Amended-2013).
9.	Redressal of Grievances & Settlement of Dispute will be as per SPPRA Rules-2010 (Amended-2013).
10.	The Successful Bidder(s) shall sign the Contract Agreement with the Department of Finance on Judicial Stamp Paper of as per approved format and may get supply order(s)/work order(s)/purchase order(s) from the office of Section Officer (Budget & Accounts).

Note: All the above said instructions must be read carefully for compliance; else the offer(s) will be ignored. Procuring Agency reserves the right to ask & verify any document(s) from the participant(s) related to the Bid(s).

ANNEXURE-B

PRELIMINARY SCREENING CRITERIA:

This form will be used by Procuring Agency for the selection of Bidder(s) at Preliminary Stage. Bid(s) which do not pass the Preliminary Screening Criteria will be assumed as Non-Responsive bid(s) and will be eliminated from Bid Process. Bidder(s) shall be advised to provide all the below requirements in its Technical proposal(s) of each section:

Technical Bid Opening Check List: {Mandatory Requirements for all Bidder(s)}

Section	Description	Name of Bidder(s)		
		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 15.1 & 15.2?			
3.	Is Bid Covering Letter format typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal as prescribed at Annexure-A .			
4.	Is Technical Proposal Format at Annexure-C typed properly on Bidder(s) letter-head with authorized signatures and/or official stamp?			
5.	Is Undertaking Format at Annexure-E typed properly on Bidder(s) letter-head with authorized Signatures and/or Official Seal?			
a6.	Is valid Authorization/ Distribution/Reseller certificate/letter submitted by the Bidder(s) in its Technical Proposal?			
8.	Is Affidavit format at Annexure-I is properly typed on stamp paper valuing of Rs. 100/- with proper required discipline?			
9.	Is Bid Requirement Form at Annexure-J properly filled with bidder(s) complete address with authorized signatures and/or seal?			
10.	Are valid General Sales Tax (GST) Certificate(s) copy provided by the Bidder(s)?			

Note: Interested Bidder(s) are advised to fulfill all the requirements as indicated above for passing out the preliminary Examination Process.

FORMAT FOR TECHNICAL PROPOSAL SUBMISSION FORM

{This Format of Technical Proposal Form shall be on the Letter Head of the Bidder(s)/Firm(s) and shall be signed by a person competent. It should be included by the Bidder(s) in its Technical Bid(s)}

(Insert Location & Date)

The Director, ERU,
Finance Department, Government of Sindh,
A.K. Lodhi Block, Sindh Secretariat,
Kamal Atta-Turk Road,
Karachi.

Dear Sir,

I/We, the undersigned, offer to provide the Physical Assets in accordance with your request for proposal. I/We are hereby submitting our proposal(s), which includes the Technical Proposal(s) and the Financial Proposal(s) sealed in Two (02) separate envelopes. I/We undertake, if my/our proposal(s) is accepted, to provide the said stores related to the assignment.

2. I/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. I/We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and I/We are aware of the relevant provisions of the Proposal Document.

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

I/ We remain,
Yours sincerely,

Authorized Signature
(In full and initials)

Name and Designation of Signatory & Seal

Name of Firm

Address

EVALUATION CRITERIA:-

The total score of the technical evaluation shall be 100, out of which 75% shall be the technical qualification. The lowest financial bid price of technically qualified bidder shall be the preferred bidder.

<i>Financial capabilities</i>		
Submit the Bank Statement for at least last 36-months (03-Years) for the purpose of verification of Firm's Financial Capabilities. Each <u>calendar year</u> Bank statement's closing balance shall not be less than the 2.00 (M) in Pakistani Rupees.	05-Mark for Each Year	(15-Marks)
Submit the Last 36-months (03 Years) Annual Sales Turn-over in the respective field, not less than 10 million. Valid complete Audit Report <u>or</u> any other valid Documentary Evidence shall be submitted. (Photocopies of Audit Report shall be attested with concerned Audit Firm).	05-Mark for Each Year	(15-Marks)
	Subtotal (A)	30 marks
<i>Working experience</i>		
Only Firms/Companies/Contractors having at least minimum 05-Year's experience in Computers & Hardware selling business shall apply. Valid Documentary evidence shall be submitted in shape of copies of Purchase orders/work orders/agreements. <i>(Minimum 30-proofs required for the last 05-Years Work Experience in relating to the concerned field).</i> At least Six (06) Proofs shall be submitted for each Year.	02-Mark for 01-Proof	(60-Marks)
Submit the product catalogue offered by the Firm(s)/Bidder(s) in Bid(s).		05 Marks
Submit list of similar nature Projects In-Hand currently <u>or</u>		05 Marks

has been completed during the last 1 year. (<i>At least 05-Proofs required in shape of Copies of Purchase orders/work orders/agreements</i>).	01-Mark for 01-Proof	
	<i>Sub-total (B)</i>	<i>70 marks</i>
	<i>Grand Total (A+B)</i>	<i>100 marks</i>

Note: *No Recycled and refurbished Products are acceptable and shall not be quoted.*

Each & Every interested Firm(s)/Bidder(s)/Contractor(s) must get 75% Marks out of 100% Marks in Technical Proposal for qualifying as per above mentioned Criteria. Only the technically qualified Bidder(s)/Contractor(s)/Firm(s) on the basis of above criteria shall be eligible for qualifying in Financial Bid(s).

FORMAT FOR MANUFACTURER'S AUTHORIZATION FORM

{This Letter of Authority format shall be on the Letter Head of the Principal Manufacturer and shall be signed by a person competent and having the power of Attorney to bind the Authorized Distributer(s). It shall be included by the Bidder(s) in its Technical Bid(s)}

To: [name of the Procuring Agency]

WHEREAS [name of the Principal Manufacturer] who are established and reputable manufacturers of [name and /or description of the Goods] having factories at [address of the factory]

do hereby authorized [name and address of Authorized Distributors] to submit a bid and subsequently negotiate and sign the contract with you against IFB No. [Reference of the Invitation to Bid] for the above goods manufactured by [Name of the Principal Manufacturer].

We hereby extend our full Guarantee and warranty through our Authorized Distributor/Agent [Name of the Authorized Distributor/Agent] as per Clause mentioned in Bidding Documents for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer with Official Seal]

UNDERTAKING:

{This undertaking format shall be on the Letter Head of the Bidder(s)/Firm(s) and shall be signed by a person competent. It shall be included by the Bidder in its Technical Bid(s)}

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 RFP and are liable to any punitive action for furnishing false information / Documents.

Dated this _____ day of _____ 2017

Signature

In the capacity of

(Company Seal)

Duly authorized to sign Bids for and on behalf of:

FORMAT FOR FINANCIAL PROPOSAL SUBMISSION FORM:

(This format of Financial Proposal Form shall 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 Director, ERU
Finance Department, Government of Sindh,
A.K Lodhi Block, Sindh Secretariat,
Kamal Atta-Turk Road.
Karachi.

SUBJECT: PROCUREMENT OF PHYSICAL ASSETS FOR THE OFFICE OF ECONOMIC REFORM UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH

(Bidder(s) 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 Stores and having also examined all Bid Documents including the Instruction to the Bidders, General Conditions of Contract and Schedule of Requirement, I/We the undersigned offer to provide the Physical Assets 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-H as agreed upon under the contract.
2. I/We accept the above bid documents as valid and binding including those parts not countersigned in fully by us.
3. I/We conform that we have satisfied ourselves about the goods and all other conditions which influence or may influence the goods, and I/We do not require any clarification and additional information thereto and that I/We cannot raise any claim for not knowing them.
4. I/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 Government of Sindh, Finance Department in accordance with the contract.
5. The rates and prices which I/We have quoted and all information and data attached with our Bid(s) 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(s) 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. I/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 my/our Bid is accepted we will furnish a Performance Security from a scheduled bank approved by the Economic Reform Unit, Finance Department Government of Sindh for the amount of 10% of the Bid amount.
9. I/We agree to pay all costs towards the preparation of the Agreement of Contract.
10. I/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. I/We understand that you are not bound to accept the lowest or any Bid, you may receive.

Dated: This _____ day of _____, 2017.

Signature of the Bidder _____

Duly authorized to sign the Bid with official seal 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

SCHEDULE OF REQUIREMENTS

{This SOR shall be on the Letter Head of the Bidder(s) /Firm(s)& shall be signed by a person competent. It shall be included by the Bidder in its Financial Bid(s)}

Sr. No	Description of item	Qty Required	Rate per Unit (Rs.)	Tax Amount (Rs)	Total Unit Amount
(a)	(b)	(c)	(d)	(e)	(d + e)
CATEGORY – A					
1.	Computer System Dell Opti-Plex <u>or</u> Equivalent Mother Board Intel® Q170 Chipset Casing Mini Tower BTX TPM Enabled Processor Intel Core i7-6700 (Quad Core 3.4GHz) or higher Ram 4GB 2133 MHz DDR 4 Memory Hard Disk Drive 3.5 inch 500GB 7200rpm DVD-RW DVD Drive (Reads and Writes to DVD/CD) Integrated Intel® HD Graphics 530 Integrated Intel® i219-LM Ethernet LAN 10/100/1000 Wireless M.2 802. 11ac + Bluetooth 4.1 2-PS/2 Port, 2 Serial Port Standard 240W Power Supply Licensed Microsoft Windows-10 with DVD Microsoft Office 2013 with DVD Dell Optical Mouse- Black Dell Wired Keyboard- Black Dell LED 20" HDMI or DVI-D Port 3 Years SADMG Rapid Parts Exchange Service 1 year standard warranty with repairs	03-Units			
2.	Laptop Dell Vostro 15 3359 <u>or</u> Equivalent Core i 7-6500U 8GB Ram 1TB Hard Drive UBT DVD RW WIFI/BT WEBCAM AMD RADEON R5 M315 2GB Graphic Card 15.6" HD (1366 x 768) LED Backlit BLACK Essential Top load 2 YR PRO SUPPORT 1 year standard warranty with repairs	08-Units			
3.	Printer Laser Jet HP Pro M 402dn <u>or</u> Equivalent Print speed black: Normal: Up to 38 ppm or higher	03-Units			

	<p>First page out (ready) Black: As fast as 5.7 sec</p> <p>Print quality black (best) HP Fast Res 1200</p> <p>Resolution technology HP Fast Res 1200, HP Pro Res 1200, 600 dpi</p> <p>Duty cycle (monthly, A4) Up to 80,000 pages</p> <p>Recommended monthly page volume 750 to 4000</p> <p>Print technology Laser</p> <p>Processor speed 1200 MHz</p> <p>Print languages HP PCL 5, HP PCL 6, HP postscript level 3 emulation, direct PDF (v 1.7) printing, URF, PCLM, PWG</p> <p>Display 2-line backlit LCD graphic display</p> <p>Memory, standard 128MB DRAM</p> <p>Paper handling input, standard 100-sheet multipurpose Tray 1, 250-sheet input Tray 2</p> <p>Paper handling input, optional Optional third 550-sheet tray</p> <p>Paper handling output, standard 150-sheet output bin</p> <p>Maximum output capacity (sheets) Up to 150 sheets</p> <p>Duplex printing Automatic(standard)</p> <p>1 year standard warranty with repairs</p>				
4.	<p>Crown Micro UPS 1200 VA <u>or</u> Equivalent</p> <p>Type: interactive;</p> <p>Output power: 1200 VA/720 W;</p> <p>Output Waveform: sinusoid;</p> <p>You switch to battery: 10 ms;</p> <p>The number of output power connectors: 3 (including battery-powered - 3);</p> <p>Type of output power connectors: IEC 320 C13 (computer);</p> <p>Input/Output</p>	02-Units			

CATEGORY – B

1.	Split Air conditioner(General) or Equivalent Capacity: 1.5 Ton(s) BEE Rating: 5 Star AC Type: Split Usage: Home Warranty: 1 Year(s) Features: Auto Swing Louver auto Shut Flaps, Automatic Air Flow Adjustment, High Efficiency, Multi Airflow, Negative Air Ions Deodorizing Filter Noise Level Indoor: 43 DB Timers: Yes Auto Restart: Yes Sleep Mode: Yes Remote Control: Yes Air Swing: Yes Dehumidification: Yes Color: White Dimension: 998x238x320 Tonnage: 1.5	03 Units			
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CATEGORY – C

1.	Canon Image Runner 2545i <u>or</u> Equivalent Type: Desktop or Free-standing, (Reader-Printer Combined) Multifunction Copier / Network Printer / Scanner / Send Kit Built in 100 Sheets DADF Maximum Original Size: A3 Copy Sizes Cassette 1,3 and 4: A3, A4, A4R, A5R Custom size: 139.7 to 297mm x 182 to 432mm Cassette 2: A3, A4, A4R, A5R, Stack Bypass: A3, A4, A4R, A5R, Custom size: 99 to 297mm x 148 to 432 mm	01-Unit			
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	<p>Resolution Reading: 600dpi × 600dpi Copying: 600dpi × 600dpi Printing: 600dpi × 600dpi, 1200dpi x 1200dpi (UFR II-LT only) Number of Tones: 256 Gradations</p> <p>Copy/Print speed A4:45ppm (BW) A3: 22ppm (BW)</p> <p>Enlargement/ Reduction Zoom: 25-400% Fixed: 25%, 50%, 70%, 100%, 141%, 200%, 400%</p> <p>First copy time Black-and-White: 3.9sec (45/35 ppm model), 5.4sec (30/25 ppm model), 6.4sec (20 ppm model)</p> <p>Warm-Up Time 30 seconds</p> <p>Multiple Copies/Prints 1 to 999 sheets</p> <p>Duplexing Standard</p> <p>Paper weight Cassette: 64 to 90g/m² Stack Bypass: 64 to 128g/m² Duplex: 64 to 80g/m²</p> <p>Paper Capacity Cassette 1: 550 sheets (80g/m²), Cassette 2: 550 sheets Stack Bypass: 100 sheets (A4,A4R,A5;80g/m²), 50 sheets(A3;80g/m²)</p> <p>Processor speed Custom Processor, 400MHz</p> <p>Memory 512MB</p> <p>Interface Ethernet (100Base-TX/10Base-T), USB Host I/F 2.0 x 1 port, USB Device 1.0 x 1 port 220-240V AC, 50/60Hz, 4.2A (45/35 ppm model), 220-240V AC, 50/60Hz, 3.3A (35/30/20 ppm model)</p>				
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	Power Supply 220-240V AC, 50/60Hz, 4.2A (45/35 ppm model), 220-240V AC, 50/60Hz, 3.3A (35/30/20 ppm model)				
	Power Consumption 1.827kW (45/35ppm model), 1.345kW (30/25ppm), 1.542kW (20ppm model)				
	1 year standard warranty with repairs				
Grand Total:					

Note: -No Recycled and refurbished Products are acceptable and shall not be quoted.

Grand Total in words in Pakistani Rupees: _____

Authorized Signatures:

Stamp of the Firm:

Date: _____

AFFIDAVIT FORMAT

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

I/We, M/s. _____ (Insert Company Name) _____, located at _____
(Insert Company Address) _____, through its proprietor namely Mr. _____
(Insert Name) S/o. _____ (Insert Name) _____, bearing CNIC No. _____ (Insert I.D
Card Number) _____, resident of _____ (Insert Home Address) _____ is hereby confirmed
that we have carefully read all Terms and Conditions of the RFP and also agreed to abide
SPPRA Rules-2010 (Amended from time to time) for the procurement of Desktop Computers,
Laptops and other Equipment during the validity of Contract.

1. I/We also do hereby state and declare on oath as under:-

- a.) That I/We are the Authorized Distributer(s)/Partner(s)/Agent(s)/Resellers of _____
(Insert Name of Brand) _____, located at _____ (Insert Manufacturer Official
Address in Pakistan) _____.
- b.) That I/We will remain bound to supply any Item(s)/Good(s)/Store(s) as an additional
quantity at the same rate(s) on which said item(s)/Goods(s)/Store(s) I/We have supply
during the Contract Period.
- c.) That I/We agree whether our Bid accepted for Total, **or** Enhanced Quantity for all **or** any
Single Item.
- d.) That I/We also agree to supply and accept the said item(s)/store(s)/good(s) at the rates for
the supply of contracted quantity within the stipulated period shown in the contract.
- e.) I /We understand and ensure for the supply of store(s)/good(s)/item(s) as per the RFP
Requirements.
- f.) I/We also agree to supply the 100% additional quantity without any additional charges, if
the supply(s)/part of supply(s) declared sub-standard.
- g.) I/We understand that, if any of the information submitted in accordance to this RFP
inquiry found incorrect or false, my/our contract may be cancelled at any stage on my/our
cost and risk.
- h.) I/We also undertake that my/our firm has neither been Black Listed, nor having any
dispute with any Government or Semi-Government Organization(s) and also there is no
litigation against the firm, moreover my/our Firm has not been bankrupted.
- i.) That the replacement /warranty of rejected/faulty parts will be made immediately within
Next working day.
- j.) That I /We are true deponent of this affidavit and will conversant with the facts deposed
herein.

2. Whatever stated above is true and correct to the best of my/our knowledge and belief.

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

Date: _____

ANNEXURE-J

FORM OF BID REQUIREMENTS:

Sr. No	Subject	Provision
1.	Amount of Bid Security in the form of Pay order	05% of the bid amount in favor of DDO (ERU), 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 12-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.	Company(s)/Firm(s)/Bidder(s)/Contractor(s) Official Address for serving of Notices	
7.	Procuring Agency's Address for serving of notices	The Director, ERU, Committee Room, 7 th Floor, Finance Department, Government of Sindh, Building No.06, Sindh Secretariat A.K. Lodhi Block, Kamal Atta-Turk Road, Karachi-Pakistan Phone No: 021-99222191

(Signature of Bidder & Company Seal)

FORMAT FOR INTEGRITY PACT:

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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 Economic Reform Unit, 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 Economic Reform Unit, 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 Economic Reform Unit, Finance Department, Government of Sindh under any law, contract or other instrument, be voidable at the option of Economic Reform Unit Finance Department, Government of Sindh.

5. Notwithstanding any rights and remedies exercised by Economic Reform Unit, Finance Department, Government of Sindh in this regard, M/s. _____ Agrees to indemnify Economic Reform Unit, 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 Economic Reform Unit Finance Department, Government of Sindh.

(Economic Reform Unit, Finance Department)
Signatures with Official Stamp
(Government of Sindh)

(Bidders Authorized

TERMS & CONDITIONS OF THE CONTRACT

**PROCUREMENT OF PHYSIAL ASSETS FOR THE OFFICES OF ECONOMIC REFORM
UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH**

CONTRACT FOR

Between

Economic Reform Unit, Finance Department, Government of Sindh

And

(Name of the Firm)

Dated the: _____

I-AGREEMENT FORMAT

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

And

(Full Legal name of Contractor), on the other part severally liable to the Government of Sindh, Economic Reform Unit, 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 Economic Reform Unit, Finance Department, Government of Sindh is desirous that certain Goods, viz PROCUREMENT OF PHYSICAL ASSETS, 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 witnessed 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 RFP Document
 - b) Bidder’s Proposal
 - c) Terms & Conditions of the Contract.
 - d) Special Stipulations.
 - e) The Technical Specifications.
 - f) Bid Form.
 - g) Price Schedule.
 - h) Performance Security.
 - i) Integrity Pact.
 - j) Any Standard Clause acceptable for Economic Reform Unit Finance Department, Govt of Sindh.
3. In consideration of the payments to be made by the Government of Sindh, Economic Reform Unit, Finance Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the

Goods and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Economic Reform Unit, Finance Department, Government 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

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, sealed and delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

II-TERMS & CONDITIONS OF CONTRACT

i. CONTRACT:

The Economic Reform Unit, Finance Department, Government of Sindh will, after receipt of the performance security from the successful bidder(s) send the contract provided in the RFP Document, to the successful bidder(s). Within three (03) working days of the receipts of such contract, the Bidder(s) shall sign and date the contract and return it to the Government of Sindh, Finance Department.

ii. CONTRACT DOCUMENTS AND INFORMATION:

The contractor(s) shall not, without the Procuring Agency's prior written consent, make use of the contract, or any provision thereof, or any document(s), specification(s), drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Procuring Agency in connection herewith except for purposes of performing the contract or disclose the same to any person other than a person employed by the contractor(s) 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.

iii. CONTRACT LANGUAGE:

The contract and all documents relating to the contract, exchanged between the contractor(s) and the Procuring Agency, shall be in English. The contractor(s) shall bear all costs of translation to English and all risks of the accuracy of such translation.

iv. STANDARDS:

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

v. 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.

vi. EXECUTION SCHEDULE:

The Contractor(s) shall submit an execution Schedule, giving details of goods rendered, as required under the contract, to the Procuring Agency, immediately after the issuance of letter of Intent.

vii. PAYMENT:

The contractor(s) shall submit an application for payment, in the prescribed form, to the Procuring Agency. The application for payment shall be accompanied by the such invoices, receipts or other documentary evidence as the Procuring Agency may require; state the amount claimed; and set forth in detail, in order of the price schedule, particulars of the Goods/Items/Stores 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 Procuring Agency will make payment for the Goods/Items/Stores provided, to the contractor(s), as per Government policy, in Pak Rupees, through A.G Sindh Cheque.

viii. PRICE:

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

ix. CONTRACT AMENDMENT:

No change shall be allowed in the rates quoted as negotiations are not allowed under SPP Rules 2010. Further, procuring agency cannot increase the quantities beyond 15% as laid down in rule-16(b)(e) of SPP Rules, 2010.

x. ASSIGNMENT / SUBCONTRACT:

The contractor(s) shall not assign or sub-contract its obligations under the contract, in whole or in part, except with the Economic Reform Unit, Finance Department, Government of Sindh prior written consent. It is sole discretion of procuring agency to allow for sub-contracting. The contractor(s) shall guarantee that any and all assignees or subcontractors of the contractor(s) 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.

xi. LIQUIDATED DAMAGES:

If the contractor(s) 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 Economic Reform Unit, Finance Department, Government of Sindh 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 Economic Reform Unit, Finance Department, Government of Sindh, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

xii. BLACKLISTING:

If the contractor(s) 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 Economic Reform Unit, Finance Department, Government of Sindh may, at any time, without prejudice to any other right of action/remedy it may have, blacklist the contractor(s), either indefinitely or for a stated period, for further tenders in public sector. If the contractor(s) 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(s), either indefinitely or for a stated period, for further tenders in public sector.

xiii. FORFEITURE OF PERFORMANCE SECURITY:

If the contractor(s) 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 Economic Reform Unit, Finance Department, Government of Sindh may, without prejudice to any other right of action / remedy it may have, forfeit performance security of the contractor(s). Failure to supply required items/goods/stores 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(s) will not be allowed to participate in future tenders as well.

xiv. TERMINATION FOR DEFAULT:

If the contractor(s) 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 Economic Reform Unit, Finance Department, Government of Sindh 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, without any compensation to the contractor(s). Provided that the termination of the contract shall be resorted to only if the contractor(s) does not cure its failure/delay, within fifteen (15) working days (or such longer period as the Economic Reform Unit, Finance Department, Government of Sindh may allow in writing), after receipt of the such notice. If the Economic Reform Unit, Finance Department, Government of Sindh terminates the contract for default, the Government of Sindh, 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(s) shall be liable to the Economic Reform Unit, Finance Department, Government of Sindh excess costs for such similar Goods/Items/Stores. However, the contractor(s) shall continue performance of the contract of the extent not terminated.

xv. TERMINATION OF INSOLVENCY:

If the contractor(s) becomes bankrupt or otherwise insolvent, the Economic Reform Unit, Finance Department, Government of Sindh, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the contractor(s), indicate the nature of the insolvency and terminate the contract,, without any compensation to the contractor(s).

xvi. TERMINATION FOR CONVENIENCE:

The Economic Reform Unit, Finance Department, Government of Sindh may, at any time, by written notice served on the contractor(s) terminate the contract, for its convenience, without any compensation to the contractor(s). The Goods/Items/Stores which are complete or to be completed by the contractor(s), within Thirty(30) working days after the receipt of such notice, shall be accepted by the Government of Sindh, Finance Department. For the remaining Goods/Items/Stores, the Economic Reform Unit, Finance Department, Government of Sindh 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/Items/Stores.

xvii. FORCE MAJEURE:

The contractor(s) 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(s) shall, by written notice served on the Economic Reform Unit, Finance Department, Government of Sindh indicate such condition and the cause thereof. Unless otherwise directed by the Economic Reform Unit, Finance Department, Government of Sindh in writing, the contractor(s) 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.

xviii. TAXES AND DUTIES:

The contractor(s) will 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.

xix. CONTRACT COST:

The contractor(s) shall bear all costs/expenses associated with the preparation of the contract and the Economic Reform Unit, Finance Department, Government of Sindh shall in no case be responsible for those expenses.

xx. EXTENSION IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT

If the Contractor(s) encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Contractor(s) shall, by the written notice served on the Economic Reform Unit, Finance Department, Government of Sindh promptly indicate the facts of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of such notice, the Economic Reform Unit, Finance Department, Government of Sindh 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(s), extend the contractor's time for performance of its obligations under the Contract.

xxi. STATUTES AND REGULATIONS:

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The contractor(s) 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 Economic Reform Unit, Finance Department, Government of Sindh indemnified against all penalties and liability of any kind for breach of any of the same. The Courts at Karachi will have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.