



GOVERNMENT OF SINDH
LAW DEPARTMENT

Karachi, dated the ___ April, 2017

NOTIFICATION

S.O(B&A)-15-14/2017/PC:- In suppression of earlier Notification No.S.GENL:-15-14/2017(PC)/132 dated 21st February 2017 and in Pursuance of Rule 07 of Sindh Public Procurement Rules, 2010 (Amendment 2013), the Procurement Committee is hereby re-constituted in respect of **KQ0393 Director Monitoring Evolution & Implementation**, which shall comprise following:-

- | | | |
|----|--|----------|
| 1. | Mr.Aslam Ghauri,
<u>Special Secretary</u> | Chairman |
| 2. | Syed Mahboob Ali Shah
<u>Director(ME&I), Monitoring Evolution & Imp.</u> | Member |
| 3. | Agha Sajid Ali Khan
<u>Section Officer (B&A), Law Department</u> | Member |
| 4. | Mr.Mohammad.Sheeraz Siddiqui,
<u>Section Officer (Judicial)</u> | Member |
| 5. | Mr.Imtiyaz Memon
<u>Assistant Director, Monitoring Evolution & Imp.</u> | Member |

Terms of Reference:

- i To prepare bidding documents.
- ii To carry out technical as well as financial evaluation of the bids.
- iii To prepare evaluation report as provided in Rule 45 of SPPRA, 2010.
- IV To make recommendations for the award of contract to the Competent Authority .
- v To perform any other function ancillary and incidental to the above.


(IFTIKHAR SHALLWANI)
(PAS)
LAW SECRETARY

NO. S.O(B&A)-15-14/2017 (PC)/181

Karachi, dated the 5th April, 2017

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Special Law Secretary/Draftsman, Law Department, Government of Sindh, Karachi.
3. The Director (ME&I), Monitoring Evolution & Implementation Deptt, Govt. of Sindh
4. The Section Officer (B&A)/(Judicial) Law Deptt. Govt. of Sindh, Karachi.
5. Assistant Director, Monitoring Evolution & Implementation Deptt. Govt. of Sindh.
6. PS to Law Secretary Department, Government of Sindh, Karachi.
7. Master File


64 (Mir Mohammad Mughari)
Section Officer (General)
For Secretary to Govt. of Sindh
Law Department



**GOVERNMENT OF SINDH
LAW DEPARTMENT**

Karachi, dated 07/15 April, 2017

Phone: 99212019
Fax: 99212038

NOTIFICATION

No.SO(B&A)15-14/2017/RC:- In pursuance of Rule-31 of Sindh Public Procurement Rules 2010 (Amendment 2013), the Complaint Redressal Committee is hereby constituted in respect of Law Department, Government of Sindh, Karachi which shall comprise following:-

- | | |
|--|----------|
| 1. Secretary, Law Department | Chairman |
| 2. An Expert Officer of the office of Accountant General Sindh | Member |
| 3. Section Officer (General) Agriculture Department | Member |
| 4. An Officer of the Finance Department | Member |
| 5. Section Officer (Legislation) | Member |

Terms of Reference:

To address the complaints of bidders that may occur during the procurement proceedings.


**IFTIKHAR ALI SHALLWANI
(PAS)
LAW SECRETARY**

No.SO(B&A)15-14/2017/(RC)

Karachi, dated the 07/15 April, 2017

A copy is forwarded for information and necessary action to:-

1. The Secretary, Law Department, Government of Sindh, Karachi.
2. The Secretary, Finance Department, Government of Sindh, Karachi
3. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
4. The Accountant General Sindh, Karachi,
5. The Section Officer (General), Law Department, Govt. of Sindh, Karachi.
6. Master file.


**(MIR MOHAMMAD MUGHERI)
Section Officer (General)
For Secretary to Govt. of Sindh
Law Department**

ANNUAL PROCUREMENT PLAN
(WORKS, GOODS & SERVICES)

FINANCIAL YEAR 2016-17

S.#	Description of Work	Estimated total cost	Funds Allocated	Source of funds (ADP/ Non ADP)	Proposed Procurement Method	Timing of Procurement				Remarks	
						1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.		
1	Plant & Machinery	0.230	0.230	Non- Development	Single stage one envelope procedure	---	50%	75%	100%		
Grand Total: -		0.23	0.230 (M)								

Drawing & Disbursing Officer
RECTOR MONITORING & EVALUATION
CPS DEPARTMENT



**Government of Sindh
Directorate of Monitoring & Evaluation
CPS Department,
Karachi**

Tender Document

For

Purchase of Plant & Machinery

*Cost of Bidding Document: Rs.500/-
(in shape of Pay Order/Demand Draft)*

Bid issuance date : : from the date of publication of NIT
up to 02-05-2017
Last date for Bid Submission: : 16-05-2017 by 12:00 noon.
Date of Bid Opening : : 16-05-2017 at 01.00 p.m.



GOVERNMENT OF SINDH
LAW DEPARTMENT

NOTICE INVITING TENDER (N.I.T)

Director Monitoring & Evaluation, CPS Department invites sealed tenders from eligible interested authorized Vendors/ Suppliers/Contractors for Purchase of Plant and Machinery Items as specified in the tender document under 46 (1) Sindh Public Procurement Rules, 2010 (amended 2013).

Date & Time of Purchase of Bid Documents	Date & Time for Bids Submission	Date & Time for Opening of Bids	Tender Fee	Selection Method	Bid Security	Completion Time	Remarks
From 1 st date of publication of NIT hoisting on website to 07 th April, 2017 (during official hours)	02 nd May, 2017 12:00 (Noon)	16 th May, 2017 :.01:00 PM	Rs. 500/-	Single Stage – One Envelope	2% Of Offered Bid	07-Days	Complete detail (with specification) is given in the tender document

The interested Firms/suppliers/contractors are required to submit bidding documents along with the following **Eligibility Criteria** as per SPP Rules:

Interested bidders can obtain tender document upon payment of tender document fee (non-refundable) through pay order or Bank draft of Rs.500/- in favor of DDO, Law Department, Government of Sindh, Karachi.as per schedule given from the office of the D.D.O, Director Monitoring & Evaluation CPS Department, Government of Sindh, Karachi. during office hours w.e.f the date of hoisting of this notice till 16th May, 2017.

Alternatively the NIT may also be downloaded from the website <http://www.sindh.gov.pk/> or www.pprasindh.gov.pk/. (In case of holiday or circumstances beyond control, the same schedule will be observed on next working day).

Under following conditions bid will be rejected: -

- (i) Conditional and telegraphic bids/tenders.
- (ii) Bids not accompanied by bid security of required amount and form.
- (iii) Bids received after specified date and time.
- (iv) Black listed firms.

Bids shall remain valid till 90 days of submission. Law Department will not be responsible for any cost or expense incurred by bidding firms and reserves the rights to accept/reject any offer/proposal as per SPP Rules 2010 or terminates the procurement process at any time subject to relevant provisions of Sindh Public Procurement Rules 2010 (amended 2013).

**Drawing & Disbursing Officer
Law Department**

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PART - I

BIDDING PROCEDURE

SECTION - I
INSTRUCTIONS TO BIDDERS
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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

The Law Department, Government of Sindh intends to Purchase of Plant & Machinery for its office at Karachi.

01. Source of Funds

- 1.1 Government of Sindh.

02. Eligible Bidders

- 2.1 The invitation for Bids is open to all suppliers having Pakistani Nationality.

03. Eligible Goods and Services

- 3.1 The Goods and related services to be supplied under the contracts (such Services here in after referred to services) shall have their origin and all expenditures made under the contract will be limited to such articles.
- 3.2 For purpose of clause 3.1 above 'origin' shall be considered to be the place where the Goods, Goods are mined, Grown, produced through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose of utility from its components.

04. Cost of Bidding / Contract

- 4.1 The Bidder shall bear all costs associated with the Preparation and delivery of its Bid/ Contract, and the Purchaser will in no case be responsible or liable for those costs.

05. Assurance

- 5.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to deliver the goods and services pursuant of the contract, within the time set forth therein.

B. THE BIDDING DOCUMENT

06. Contents of Bidding Documents

- 6.1 The Goods and Service required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the Bidding documents include.
- (a) Instructions to Bidders.
 - (b) General Conditions of Contract (GCC)
 - (c) Special Conditions of Contract (SCC)
 - (d) Technical Specification
 - (e) Sample Forms.
 - (i) Bid form and Price Schedule
 - ii) Bid Security Form
 - iii) Contract form.
 - iv) Performance Security Form.
 - v) Bank Guarantee Form for Advance Payment.
 - vi) List of Member eligible member Countries.
- 6.2 The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications. 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 will result in the rejection of Bid.

07. Clarification of Bidding Documents

- 7.1 Prospective Bidders requiring any further information or clarifications of the Bidding Documents may Notify the Purchaser in writing or by Telex or by Cable at the Purchaser's mailing Address indicated in the Bidding Documents prior to the deadline for the submission of Bid prescribed by the Purchaser. The Purchaser's response (including an explanation for the query) will be sent in writing to all prospective Bidders who have received the Bidding Documents.

08. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendments.
- 8.2 The amendment shall be the part of the Bidding Documents, pursuant to clause 8.1 will be notified in writing to all prospective Bidders who have received the Bid Documents, and will be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bid Documents.
- 8.3 In order to afford prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

09. Language of Bid

- 9.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in Urdu, Sindhi and English languages, provide that Urdu and Sindhi literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bids, the English translation shall govern.

C. PREPARATION OF BIDS

10. Documents Comprising the Bid

- 10.1 The Bid prepared by the Bidder shall comprise the following components.
- (a) A bid form and price schedules completed in accordance with clause 11, 12 and 13
 - (b) Documentary evidence establishing in accordance with clause 14 that the Bidders is eligible to Bid and that the articles to be supplied and the Services to be provided by the Bidder are eligible under Contract.
 - (c) Documentary evidence establishing in accordance with clause 15, that the Bidder is qualified to perform the Contract if it's Bid is accepted.
 - (d) Documentary evidence establishing, in accordance with clause 16, that the articles to be Supplied by the Bidder confirms to the Bidding Documents.
 - (e) Bid Security furnished in accordance with clause 17 of this Document.

11. Bid Form

- 11.1 Bidder shall complete the Bid Form and the appropriate price schedules furnished in the Bidding Documents.

12. Bid Prices

- 12.1 The bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin and Make/Model of the Goods and Services to be supplied under the Contract.
- 12.2 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for the General Conditions of Contract or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

13. Bid Currencies

- 13.1 Prices shall be quoted in Pak Rupees.

14. Documents Establishing Eligibility of the Bidder, Goods and Services

- 14.1 The bidder shall furnish, as part of its Bid, certification establishing both the bidder's eligibility to bid and that the origin of the Goods and Services is an eligible source country, pursuant to Clauses 2 and 3.

15. Documents Establishing the Bidders Qualification to Perform the Contract

- 15.1 The documentary evidence of the bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction prior to award of Contract:
 - (a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods' manufacturer or produce to supply the Goods to or in the Purchaser's country;
 - (b) that the bidder has the financial, technical, and production capability necessary to perform the Contract.

16. Documents Establishing Goods, Eligibility & Conformity to the Bidding Documents

- 16.1 The Documentary evidence of conformity of Goods and Services to the Bidding Documents may be in the form of literature, drawings and data and shall consist of:
 - a) A detailed description of the Good's essential technical and performance characteristics.
 - b) A detailed schedule of work under the contract (dispatch/work schedule) outlining key activities and critical items on the schedule which could influence the contract completion date.
 - c) a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods, for a period of (two years); and
 - d) a clause-by-clause commentary on the specifications, demonstrating the Goods' responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Specifications.
- 16.2 For purposes of the commentary to be furnished pursuant to sub-clause (d) above, the Bidder shall Note that standards for workmanship, material and goods, and reference to brand names or catalogue numbers, designated by the purchaser in the specifications are intended to be descriptive only and not restrictive. The Bidder may substitute other authoritative standards, brand names or catalogue numbers in its Bids provided that it demonstrates the Purchaser's satisfaction that the substitutions are equivalent or superior or those designated in the specifications, except if the specifications specifically provide otherwise.

- 16.3 In order to prove that the Goods offered are of acceptable quality and standard, the bidders shall furnish the documentary evidence that the Goods offered have been in production for several years and reasonable units of similar capacity have been sold and have been in operation satisfactorily to the end users.

17. Earnest Money

- 17.1 Pursuant to Clause 12, the bidder shall furnish, as part of its Bid, a bid security in the amount of two percent (2%) of the offered value.
- 17.2 The Bid security shall be denominated in the currency of the Bid. It shall be valid for thirty (30) days beyond the validity of the Bid and shall be in form of Pay Order/Demand Draft/Bank Guarantee.
- 17.3 Any Bid not secured in accordance with clauses 17.1 and 17.2 above will be rejected by the Purchaser as Non-responsive, pursuant to Clause 18.
- 17.4 An unsuccessful Bidder's bid security will be discharged /returned as promptly as possible upon award of Contract, but in any event Not later than thirty (90) days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause-20.
- 17.5 The successful bidder's bid security will be discharged/returned upon the bidder's executing the Contract, and furnishing the performance security, pursuant to Clause 36.
- 17.6 The bid security may be forfeited:
- (a) if a bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form; or
 - (b) in the case of a successful bidder, if the bidder fails
 - (i) to sign the Contract in accordance with Clause-35; or
 - (ii) to furnish the performance security in accordance with Clause-36.

18. Period of Validity of Bid and alternative Bids

- 18.1 Bids shall remain valid for Not less than 90 days after the date of Bid closing prescribed by the Purchaser pursuant to clause-21
- 18.2 Notwithstanding clause-18.1 above, the Purchaser may solicit Bidder's consent to extend of the period of Bid validity. The request and the responses there to shall be made in writing (or by Cable or Telex). If the Bidder agrees to extend request, the validity of the Earnest Money provided under clause-17 shall also be suitably extended. A Bidder may refuse the request without forfeiting his Earnest Money. A Bidder granting the request will not be required or permitted to modify its Bid.
- 18.3 Bidders may submit Alternative Bids, which do not conform to the Specifications of Goods but meet the performance prescribed in, or the objectives of the Specifications. However, only the Alternative Bids of the bidder whose main Bid is the lowest evaluated substantially responsive Bid will be considered. If a bidder wishes to have its Alternative Bid or Bids considered on an equal basis with all other main Bids, it shall submit a bid Earnest Money to each Alternative Bid. All Alternative Bids submitted in this manner will be treated as main Bids. Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the main Bid.

19. Format and Signing of Bid

- 19.1 The original Bid Form and accompanying Documents (as specified in clause-11) clearly marked "Original" plus "Duplicate" copies (if required) must be received by the Purchaser at the date, time and space specified pursuant to clauses 20 & 21. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 19.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder.

Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printing literature, shall be initialed by the person or persons signing the Bid. The name and position held by each person's signing must be typed or printed below the signature.

- 19.3 The Bid shall contain no. interlineations, erasures or overwriting except as necessary to correct errors made by the Bidders, in which case such correction shall be initiated by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bid

- 20.1 The Bidder shall seal the Bid envelope duly marking the envelopes.
- 20.2 The envelopes shall be addressed to the DDO, Monitoring & Evaluation, CPS Department, at following address
**Drawing & Disbursing Officer,
Sindh Secretariat No.6, Ground Floor, Karachi**
- 20.3 The Envelope should contain at the left corner:
**Tender for Purchase of Plant and Machinery.
DO NOT OPEN BEFORE (date & time of opening of Bids given in Bid Notice)**
- 20.4 In addition to the information required in clause-22 the inner envelopes shall indicate the name and address of the Tenderer to enable the Purchaser to return the un-opened Bid in case it is declared "Late" pursuant to clause-23.

21. Deadline for Submission of Bids

- 21.1 The Original Bid together with the Duplicate must be received by the Purchaser at the address specified in clause-20.2 not later than the time specified for submission of Bid as in the Bid Notice.
- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bid by amending the Bidding Documents in accordance with clause-08, in which all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22. One Bid per Bidder

- 22.1 Each bidder shall submit only one Bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one Bid (except alternative Bid pursuant to Clause 18.3) will be disqualified.

23. Late Bids

- 23.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause-21 will be declared "Late" and rejected and may be returned unopened to the Bidder.

24. Modification and withdrawal of Bids

- 24.1 The Bidder may modify or withdraw its Bid after the Bids submission provided that written Notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.
- 24.2 The Bidders modification or withdrawal Notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause-20. A withdrawal Notice may also be sent by Telex or Cable but must be followed by a signed confirmation copy.
- 24.3 No Bid may be modified subsequent to the deadline for submission of Bids.
- 24.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder of the Bid Form. E. Bid opening and Evaluation.

25. Bid Opening and Evaluation

- 25.1 The Purchase Committee will open Bids in the presence of Bidder's authorized representatives who choose to attend, at the day, time and place of opening of Bids (as prescribed in the invitation for Bids).
- 25.2 The Bidder's name, prices of main and alternative bids, all discounts offered, modifications and withdrawals, and the presence or absence of the requisite

Earnest Money, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the time of opening.

- 25.3 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its Bid, if any. All responses to request for such clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

27. Preliminary Examination

- 27.1 The Purchaser or his nominee will examine the Bids to determine whether:
- (a) They are complete in all respect;
 - (b) Computational errors, if any have been made;
 - (c) Required Sureties have been furnished;
 - (d) Documents have been properly signed; and
 - (e) Bids are generally in order.
- 27.2 Arithmetical errors will be rectified on the following basis. If there is any discrepancy between the unit Price and the total cost that is obtained by multiplying the unit price and quantity, unit price shall prevail and the cost will be corrected. If there is a discrepancy between the total bid amount and the sum of total costs for each package, the total cost shall prevail and the total bid amount will be corrected.
- 27.3 Prior to the detailed evaluation, pursuant to clause-28, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of goods offered pursuant to Clause 16.2 A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.
- 27.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

28. Evaluation and Comparison of Bids

- 28.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive pursuant to clause-27:
- 28.2 The Purchaser's evaluation of a Bid will exclude and not take into account:
- a) in the case of Goods partially or wholly manufactured within the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, sales and other similar taxes which may be levied on the finished Goods if the Contract is awarded to the bidder;
 - b) in the case of Goods to be offered from outside the Purchaser's country, customs duties and other similar import duties and taxes which may be levied on the Goods if the Contract is awarded to the bidder; and
 - c) the Purchaser's evaluation of a Bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in this clause:
 - i) ***Contractual and Commercial Deviations***

The cost of all quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Bid.

ii) **Work Schedule:**

The Goods covered by this bidding are required to be delivered and installed in accordance with and completed within the Work Schedule specified in the Special Conditions of Contract. Bidders are required to base their prices on the specified Work Schedule. No credit will be given to earlier completion. Bids offering late work schedules will be accepted but the Bids shall be adjusted in the evaluation by adding at the rate of (0.05 per cent) of the bid price for each day of delay to bid price. Bids offering work schedules beyond (*three months*) the date specified in the Special Conditions of Contract shall be rejected.

iii) **Operating Costs:**

Since the operating costs of the Goods being procured form a major part of the life cycle cost, these costs will be evaluated and based on prices furnished by the Bidder as well as on past experience of the Purchaser or other purchasers similarly placed. Such costs shall be added to the bid price for evaluation.

The operating cost factors for calculation are:

- i) number of years for initial period of operation (*It is recommended that the initial period of operation not exceed the usual period before a major overhaul of the Goods. Usually between five to ten years.*)
- ii) operating costs (e.g. *fuel and/or other input, unit cost, annual and total operational requirements*).
- iii) rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) above for period specified in (i).

iv) **Functional Guarantee of the Goods:**

- a) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed Goods in response to the Technical Specifications. Goods offered shall have a minimum (or a maximum, as the case may be) level of functional guarantee specified in the Technical Specifications to be considered responsive. Bids offering Goods with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.
- b) For the purposes of evaluation, an adjustment of (*indicate factor*) will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder below (or above) the value specified in the Technical Specifications.

v) **Local Handling and Transportation:**

For Goods offered from outside the Purchaser's Country, the cost of local handling and transportation from the port of entry to the Purchaser country, similar cost from the warehouse/factory to the Purchase's store will be added to the bid price for evaluation.

29. Contacting the Purchaser

- 29.1 Subject to clause-20, no Bidder shall contact the Purchaser on any matter relating to its Bid, in between Bid Opening and Contract Award period.
- 29.2 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 that Bidder's Bid.

30. Purchaser's Right to accept any Bid and to reject any or all Bids

- 30.1 The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without there by incurring any Liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder of the grounds for the Purchaser's action.

F. AWARD OF CONTRACT/(S)

31. Post Qualification

- 31.1 The Purchaser will determine to its satisfaction the Bidder selected as having submitted the lowest-evaluated / quality-evaluated / requirement-evaluated responsive Bid is qualified to satisfactorily perform the Contract.
- 31.2 The determination will take into account the Bidder's financial, technical and production after sales Service capabilities. It will be based upon an examination of the Documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause-15, as well as such other information as the purchaser deems necessary and appropriate.
- 31.3 To verify its technical capability, the Bidder must provide with its bid Documentary evidence that the items offered have been in production for at least five (5) years and that a minimum of fifty (50) units of similar capacity have been sold (list of consignees should be attached) and have been in operation satisfactorily for at least 12 months.

32. Award Criteria

- 32.1 An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.
- 32.2 The Purchaser will award the Contract to the successful Bidder / Bidders whose Bid / Bids has / have been determined to be the lowest evaluated / quality evaluated/ requirement evaluated responsive Bid, provided further that Bidders determine to be qualified to satisfactorily perform the Contract.

33. Purchaser's Right to Vary Quantities at Time of Award

- 33.1 The purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of Goods as specified in the specifications without any change in unit prices of other terms and conditions.

34. Notification of Award

- 34.1 The Purchaser will Notify the successful Bidder in writing by registered letter, or by Cable to be confirmed in writing by registered letter that his Bid has been accepted and on which basis the Bid has been accepted.
- 34.2 The Notification of Award will constitute the formation of a Contract until the Contract has been effected pursuant to clause-35.

35. Singing of Contract

- 35.1 At the time of Notification of award, the Purchaser will send the successful Bidder the Model Contract Document provided in these Bidding Documents, incorporating all agreement between the parties.
- 35.2 Within thirty (30) days of receipt of such Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

36. Performance Security

- 36.1 Within the Seven (7) days of the receipt of Notification of award from the Purchaser, the Bidder shall furnish the performance Security, in accordance with the conditions of Contract, in the Performance Security Form provided in the Bidding Documents or any other form acceptable to the Purchaser.

**SECTION-II
BID DATA SHEET (BDS)**

The following specific data for the goods to be procured shall complement, supplement, or amend the provision in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction		
ITB 1.1	Name of Contract.	Purchase of Plant & Machinery
ITB 22.2	Name of Purchaser.	Director Monitoring & Evaluation, CPS Department
ITB 22.2	Purchaser' address, Telephone & Fax #.	Ground Floor, Sindh Secretariat No.06, Karachi
ITB 1.1	Language of Bid	The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by the English translation, in which case, for purpose of interpretation of the Bids, the English Translation shall govern.
Bid Price & Currency		
ITB 12.2	Price Quoted:	Delivered Duty Paid (DDP) at Consignee End.
ITB 12.3	Bid Price:	Fixed.
ITB 13.1	Bid Currency:	Pak Rupees (PKR).
Bid Submission		
ITB 19.1	Bid Security	2 % of the quoted Price.
ITB 18	Bid Validity	Period 90 Days.
ITB 20	Number of Copies	One (Original).
ITB 20.2	Address for Bid Submission	Sindh Secretariat No.6, Ground Floor, Karachi
ITB-20.0	ITB Title Number	Purchase of Plant & Machinery
ITB 21	Deadline for Bid Submission	16-05-2017 at 12:00 Noon
ITB 21.1	Date, Time & Place for Bid Opening	16-05-2017 at 01:00 P.M
Contract Award		
ITB 33	Purchaser's right to increase or decrease the quantities.	The Purchaser reserves the right to increase or decrease the quantities of articles to be procured, at the time of award of Contract as per SPP Rules, 2010

1. All offers are made as per format of Price Schedule of this document. Additional Pages may be used, if needed. **In order to facilitate Bidders, a price schedule (containing the specifications & quantities of required stores) has been provided at Annex-A.**
2. Prices quoted to cover all expenses including Freight, Taxes, and Insurance etc.
3. Goods will be required to be delivered as per schedule and at Consignee End.

**SECTION-III
QUALIFICATION & EVALUATION CRITERIA**

QUALIFICATION			
ITB 16	Criteria for Qualification:	i)	The criteria for Qualification of Bid will be based on the conditions as laid down in this Section, furnishing & submission of following documents/evidence/information.
A	Valid Registration with FBR (Federal Board of Revenue) for Income Tax (NTN) and Sales Tax (GST Registration Certificate)		
B	Valid SST Registration from Sindh Revenue Board. (Where Applicable)		
C	<p>Relevant Experience of Last Three (05) Years.</p> <p>I. Details of similar works and cost, completed during the last 05 years with completion certificates.</p> <p>II. Experience of Supplying similar product in Government/Private Institutions with documentary evidence</p> <p>III. Capability of work in different locations/areas of Sindh for Supply & support activities.</p> <p>IV. The tenderer has to provide the list of their clients in Sindh, Pakistan with their contact number to whom similar goods has been supplied/installed.</p> <p>V. The tenderer has to submit satisfactory performance certificates from minimum 5 users to whom similar system. The performance certificate should be from any reputed Corporate/Government Departments.</p>		
D	An undertaking on stamp paper by the firm / contractor to the effect that "Neither the firm/contractor nor its Directors/ stakeholders as a whole or as a part of the company/ organization", have ever been blacklisted/ defaulted with any Government Agency/ Department/ Organization and also that the information supplied by the firm/ contractor is correct.		
E	<p>Company Profile included</p> <p>I. 3-year Turnover should be at least 20 (Million) in this connection certificate from concerned bank must be obtained or 3 years' bank statement duly verified by the concerned bank, which may be submitted with bid (Mandatory)</p> <p>II. documentary proof about the firm's strength & field expertise.</p>		
F	Authorized Representative Certificate must have attached with bid and one copy with representative whom attend the bid opening meeting.		

SECTION-IV
BIDDING FORMS

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BIDDING FORMS

Bid Submission Sheet

Date: _____
Invitation for Bid No: _____

Drawing & Disbursing Officer
Director Monitoring & Evaluation,
CPS Department
Government of Sindh, Karachi

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services:

_____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the / expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____;
- (h) We are Not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has Not been declared ineligible by the Government;
- (j) The following commissions, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:
Name of Receipt Address Reason Amount

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this Bid, together with your written acceptance thereof included in your Notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____

in the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

BIDDING FORMS

Bid Security / Earnest Money Form

WHEREAS _____ hereinafter
called the "*Bidder*" has submitted its bid, dated _____ for the Provision of

_____.

KNOW ALL MEAN by these presents that I/We _____ of
_____ having our
registered office (s) at _____ do hereby
submit Earnest Money of Rs. _____ (Rupees _____
_____) for the aforesaid Bid in the shape of Pay
Order/Demand Draft No. _____ dated _____ issued by
_____ Bank in favour of the DDO, Monitoring & Evaluation, CPS
Department, Karachi, hereinafter called "*Purchaser*".

Name & Signature of Supplier (s)

Authorized Representative

Dated _____.

BIDDING FORMS

Bid Security / Earnest Money Sheet

Tender No. _____

Procurement of _____

Sr. No.	Quantity	Cost (Rs.)	Total Bid Price/cost (Rs.)	Earnest Money @ 2% of Bid Value		
				Amount	P.O/D.D.	Name of Bank

Signature of the Tenderer _____

Name & Address _____

Firm Stamp _____

Dated _____

BIDDING FORMS

Price Schedule for Goods

Name of Bidder _____

Item No.	Description & Specification	Qty	Unit Price (Rs.)	Total Price (Rs.)
1	Photocopier Machine	1		
Total Amount:				

Amount in Words: _____

1. The rates quoted for the items mentioned above shall be valid for 90 days from the date of opening of tender.
2. The items should be delivered at specified consignees at risk and cost of contracting firm.
3. The payment shall be subject to deduction of Income/Sales Tax at source, inspection and production of delivery challans as being delivered the stores in full quantity & quality specified in contract.
4. The rates quoted in this schedule are inclusive of all the applicable taxes & freight/transportation etc. and written against each item in figures and words without any cutting/error.
5. The samples of the articles (where applicable) as required in the GCC are provided.
6. In case of discrepancy between unit price and total, the unit price shall prevail.
7. Bids will be recommended a lowest price for item wise cost basis
8. The quantity of items specified above may increase or decrease as per need and availability of funds, therefore the contract shall be valid for continuous / periodical supply of items for financial year 2016-17.

Name _____

in the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

SCHEDULE OF REQUIREMENT

The office Photocopier Machine shall be delivered and installed in accordance with the subsequent purchase/supply order to be issued by the purchaser as per following schedule of requirement: -

S No.	Description of Goods	Quantity	Required Delivery Schedule in Days from the Date of Contract Award	Location
1	Photocopier Machine	1	Within Week	Director, Monitoring & Evaluation CPS Department, Secretariat No.6, Ground Floor, Karachi

Name _____

in the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

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CONTRACT FORMS

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CONTRACT FORMS (CONTRACT)

THIS CONTRACT made on this day of 2017, between DDO, Director Monitoring & Evaluation, CPS Department, Karachi, hereinafter called the **PURCHASER** of the one part and Mr. _____ of M/s. _____ hereinafter called the **SUPPLIER** of the other part.

WHEREAS the Purchaser is desirous that (name & nature of stores/articles) be provided by the Supplier (hereinafter called "**SUPPLYING OF PLANT & MACHINERY**") (**AS MENTIONED BIDDING DOCUMENTS**) and has accepted a Bid by the Supplier for the provision of articles in the sum of Rs. _____ hereinafter called "**the Contract Price**".

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The following Documents shall be deemed to form and be read and Construed as part of this Agreement, viz.,
 - (a) the Bid Form and the Price Schedule submitted by the Bidder.
 - (b) the Schedule of Requirements.
 - (c) the Technical Specifications.
 - (d) the General Conditions of Contract.
 - (e) the Special Conditions of Contract. and
 - (f) the Purchase's Notification of Award.
3. In consideration of the Payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the articles to remedy defects therein in conformity in all respects with the provisions of the Contract. 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the articles and to remedy defects, the Contract Price of such other sum as may become Payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed & Delivered by the (for the **Purchaser**)

Signed, Sealed & Delivered by the (for the **Supplier**)