



**OFFICE OF THE
CHIEF PILOT VIP FLIGHT
CHIEF MINISTER SECRETARIAT SINDH
SINDH SECRETARIAT No. 4-A BLOCK-19
KARACHI**


021-99207172

INVITATION OF BID

Chief Pilot Vip Flight Chief Minister's Secretariat Government of Sindh has received funds for purchase of Hardware Machinery Equipment & Furniture.

1. "Chief Pilot Office, invites Sealed bids from Sales/ income Tax /SRB / Professional Tax registered firms for supply of Hardware, Machinery Equipments& Furniture Fixture, for the Chief Polite Office Karachi".
2. Bidding will be conducted using open Competitive bidding procedures specified in the Sindh Public Procurement Rules 2010 (SPPRA 2010) and is open to all eligible bidders as define in the SPPRA 2010.
3. The bidders are advised to give their best reasonable and final prices. The rates quoted must remain valid up to 30-06-2017.
4. All bids must be accompanied of a bid security of not less than 5 % of the offered value and bids would be rejected if the bid Security does not cover the quoted rates. Late submission of bids and incomplete bids will also be rejected.
5. Interested eligible bidders may purchase the bidding document on the production of a written application to the undersigned and on payment of Non-refundable fee of Pak Rs. 1500/- only in the shape of pay Order in favor of "SO (G) Chief Polite Office 9:00 am and 5:00 p.m after 18th May 2017.
6. Bids must be delivered at the above mentioned address on or before 19-05-2017 up to 11:30 AM technical bids will be opened in presence of bidders or of their authorized representative at 12:00 pm on the same day in the Office of the undersigned.
7. Successful bidders will have the produce the sample of the items before the committee for inspection up on approval of the technical proposal.

Procuring agency may reject all or any bids subject to the relevant provision of SPPRA Rules.


Section Officer (ADMIN.)
Chief Pilot Office VIP Flight
Chief Minister's Secretariat
NIZAM AHMAD SHAIKH
Section Officer Chief Pilot Office
Chief Minister's Secretariat

NOTIFICATION

No. SO(CTC)SGA&CD/Misc/2016/17(SCSA). With the approval of the Competent Authority the Government of Sindh has been pleased to constitute Procurement Committee. in terms of Rule 07 of Sindh Public Procurement Rules, 2010 for the purpose of the procurement (Goods & Services) in respect of the Chief Pilot VIP Flight Government of Sindh.

i.	Pilot (VIP Flight)	Charmin
ii.	Section Officer (General), SGA&CD.	Member
iii.	SO (Admin)Pilot VIP Flight Office Government of Sindh	Member

TERMS OF REFERANCE

- To prepare bidding documents,
- To carry out technical as well as financial evaluation of the bids, as envisaged in SPPRA Rules.
- To prepare Evaluation Reports as provided in Rule-45 of SPPRA 2010.
- To make recommendation for award contract to the competent authority.
- To perform any other function ancillary and incidental to the above.

CHIEF SECRETARY
GOVERNMENT OF SINDH

No.SO (CTC)SGA&CD/Misc/2016/(SCSA)

Karachi dated the April 2017

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

- All members.
- The P.S to the Chief Secretary Sindh, Karachi.
- The P.S to the Secretary (GA), SGA&CD, Government of Sindh.
- The P.S to the Chief Polite, Government of Sindh.


SECTION OFFICER (Admin)
Section Officer Chief Pilot Office
Chief Minister's Secretariat

NOTIFICATION

No. SO(CTC)SGA&CD/Misc/2016/17(SCSA). With the approval of the Competent Authority the Government of Sindh has been pleased to constitute CRC. in terms of Rule 31 of Sindh Public Procurement Rules, 2010 for the purpose of the procurement (Goods & Services) in respect of the Chief Pilot VIP Flight Government of Sindh.

- | | | |
|------|---|---------|
| i. | Chief Pilot VIP Flight (Retd. Brigadier) | Charmin |
| ii. | Representative of AG Sindh
(Not Below Then PBS-18) | Member |
| iii. | Representative of Industries Dept:
(Not Below Then PBS-18) | Member |

TERMS OF REFERANCE

- To prepare bidding documents,
- To carry out technical as well as financial evaluation of the bids, as envisaged in SPPRA Rules.
- To prepare Evaluation Reports as provided in Rule-45 of SPPRA 2010.
- To make recommendation for award contract to the competent authority.
- To perform any other function ancillary and incidental to the above.

CHIEF SECRETARY
GOVERNMENT OF SINDH

No.SO (CTC)SGA&CD/Misc/2016/(SCSA)

Karachi dated the April 2017

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

- All members.
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- The P.S to the Chief Polite, Government of Sindh.


SECTION OFFICER (Admin)
HUZAM AHMED SHAIKH
Section Officer Chief Pilot Office
Chief Minister's Secretariat

CHIEF PILOT VIP FLIGHT CHIEF MINISTER'S SECRETARIAT
GOVERNMENT OF SINDH KARACHI

ANNUAL PROCUREMENT PLAN

Sr.No.	Description of Procurement	Quantity (where applicable)	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	
01	Laptop Computer	04	55,000	220,000	SNE	Single stage 2 envelope				✓	
02	I Pad	04	100,000	400,000	SNE	Single stage 2 envelope				✓	
03	Split A/C 1.5 Ton	04	55,000	220,000	SNE	Single stage 2 envelope				✓	
04	Furniture & Fixture	06	50,000	300,000	SNE	Single stage 2 envelope				✓	


Section Officer
Chief Minister's Secretariat



CHIEF PILOT VIP FLIGHT CHIEF MINISTER'S SECRETARIAT

TENDER INQUIRY NO. (01) / 2016-2017

BIDDING DOCUMENTS

PROCUREMENT FOR HARDWEAR, MACHINERY EQUIPMENT &
FURNITURE FIXTURE
UNDER SNE 2016-17

Address: Sindh Secretariat No. 4-A Block No. 19
Ph No: (021) 99207172.

Last Date & Time for Collection of SBD: 18th May, 2017 i.e. till 05:00 P.M

Tender Submission Date & Time: 19th May, 2017 i.e. at 11:30 a.m

Tender Opening Date & Time: 19th May, 2017 i.e at 12:00 Noon

Cost of Documents: Rs. 1,500/- (Rupees: Fifteen Hundred) Only

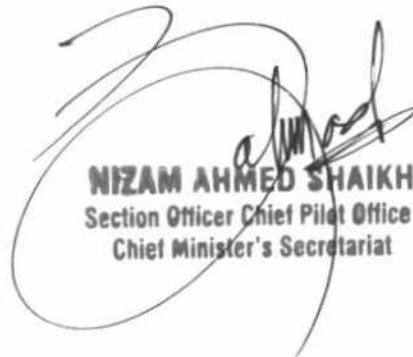

NIZAM AHMED SHAIKH
Section Officer Chief Pilot Office
Chief Minister's Secretariat

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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 Tender 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 Chief Pilot office VIP Flight Chief Minister's Secretariat Government of Sindh.

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

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

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

OVER-VIEW:

Chief Pilot office VIP Flight Government of Sindh is situated in the premises located in Block 19 4-A Sindh Secretariat Karachi, wherein various offices are working which dealt with the Administration of Public Revenue, Assets and Liabilities Committees, Audit of receipt and expenditure, Banking Communication of financial sanctions, Creation of new posts and examination of schemes of new expenditure, Examination of all proposals for the increase or reduction of taxes, Floatation and Administration of Provincial Loans, Framing of financial rules for guidance of Government Departments, Supervision of maintenance of Provincial and District Accounts, Local Fund Audit Department, Management of Public Funds, Public Accounts and Public Accounts Committee, Public Debt, Report of Auditor General, Service matters, except those entrusted to the Services, General Administration and Co-ordination Department, Treasuries and Sub-Treasuries.

Accordingly, every year Chief Pilot Office VIP Flight Government of Sindh procured Hardware,

Machinery Equipment and Furniture and Fixture through invited open Tender to fulfilled the requirements of this department under the funds allocated in the Budget Book for the said items for which Chief Pilot Office has seeking authorized distributors who supplies Branded Computers with hardware equipments, with the condition that only Manufacturer Authorized Vendors/Partners/ Distributers shall participated in Bidding Process.



Karachi dated the 03th May, 2017

1. INVITATION TO BID:

1.1 SPPRA Rules to be followed:

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

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

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

1.2 Mode of Advertisement (s):

As per Rule-18, substituted vide SGA&CD Notification No. SORI (SGA&CD) 2-30/2010, dated 03rd May, 2017, this Tender is being placed online at SPPRA's website, as well as being advertised in Three (03) Leading News Papers i.e. Daily English; Daily Urdu & Daily Sindhi

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

1.3 Types of Open Competitive Bidding:

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

- a) The Bid(s) will be comprise a single package containing two separate envelopes. Each envelope will contain separately the financial proposal and the technical proposal.
- b) The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion.
- c) Initially, only the envelope marked "**TECHNICAL PROPOSAL**" will be opened.
- d) Envelope marked as "**FINANCIAL PROPOSAL**" will be retained in the custody of the procuring agency without being opened.
- e) 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.
- f) No amendments in the Technical Proposal(s) will be permitted during technical evaluation.
- g) 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.
- h) Financial proposal(s) of bid(s) found technically non-responsive will be returned unopened to the respective bidder(s).
- i) Bid(s) found to be the lowest evaluated or best evaluated bid(s) would be accepted.

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

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

2. **INSTRUCTION TO BIDDERS:**

All Bids must be accompanied by an Earnest Money in shape of pay order equal to **05%** of quoted price in favor of "**Section Officer (G), Chief Pilot Office, Government of Sindh**". The bids along with an Earnest Money, Tender Forms, Affidavits and all required Documents as mentioned in Bidding Documents must be delivered at Chief Pilot Office, Karachi on or before **1130 hrs** by **19th May, 2017**. The Technical Bids will be publicly opened in the office of Chief Pilot Office, Government of Sindh, Karachi, at **1200 hrs** on the same day.

Queries of the Bidder(s) (if any) for seeking clarifications regarding the specifications of the item(s)/store(s) must be received in writing to the Primary Contract no later than Five (05) Calendar days prior to the deadline for the submission of Bids. Any Query received after Five (05) Calendar days would not be entertained. All queries shall be responded to within due time.

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

Conditional Tender(s) against the Government Rules/Policy will be not considered /entertained/accepted.

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

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

The Chief Pilot Office, VIP Flight, Government of Sindh will not be responsible for any costs or expenses incurred by bidder(s) in connection with the preparation or delivery of bid(s).

As Authority competent to accept the Tender, the Chief Pilot Office reserves the right to cancel the Tender, accept or reject one or all Bid(s) without assigning any reason thereof.

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

TERMS & CONDITIONS OF THE TENDER:

3. DEFINITIONS:

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

ANNEXURE-A:

TENDER COVERING LETTER FORMAT:

The Section Officer (G),
Chief Pilot Office, Chief Minister Secretariat
Government of Sindh,
Sindh Secretariat, No. 4-A Block No.19.
Karachi.

Subject: **Purchase of Hardware Machinery Equipment & Furniture Fixture**
THE OFFICE OF GOVERNMENT OF SINDH, CHIEF PILOT OFFICE VIP Flight

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

Dear Sir,

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

2. I/We undertake, if our proposal is accepted, to provide the required Store(s)/Items comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Chief Pilot Office, Government of Sindh.
3. I/We agree to abide by this proposal for the period of Ninety (90) days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. I/We agree to execute a contract in the form to be communicated by the Finance Department, Government of Sindh incorporating all agreements with such alternations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
5. Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
6. I/We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in binding.
7. I/We would like to clearly state that we qualify for this work as our company meets all the Pre-Factor criteria indicated on your Tender document. The details are as attached:-

Authorized Signatures with Official
Seal

4. HEADINGS AND TITLES:

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

5. NOTICE:

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Government of Sindh, Chief Pilot Office VIP Flight and the Bidder, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. TENDER ELIGIBILITY:

6.1 Eligible Bidder is a Bidder who:

6.1.1 has a registered office in Pakistan;

6.1.2 has required relevant experience as mentioned at Annexure- D;

6.1.3 has valid authorization in Pakistan;

6.1.4 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment as mentioned vide Annexure- H;

6.1.5 Provider of Stores as mentioned vide as per Schedule of Requirements at Annexure- H;

6.1.6 Conforms to the clause of "Responsiveness of Bid".

7. TENDER COST:

The Bidder(s) shall bear all costs/ expenses associated with the preparation and submission of the Tender and the Chief Pilot Office, VIP Flight, Government of Sindh shall in no case be responsible / liable for the any costs/expenses.

8. 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.

9. EXAMINATION OF THE TENDER DOCUMENT:

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

10. CLARIFICATION OF THE TENDER DOCUMENT:

The Bidder(s) may require further information or clarification of the Tender Document, within Five (05) Calendar days of issuance of Tender in writing.

11. AMENDMENT OF THE TENDER DOCUMENT:

11.1 The Chief Pilot Office, VIP Flight may, at any time prior to the deadline for submission of the Bid(s), at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

11.2 The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidder(s).

11.3 The Procuring Agency may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Department and the Bidder(s) previously subject to the deadline shall thereafter be subject to the deadline as extended.

12. PREPARATION / SUBMISSION OF TENDER:

12.1 The Tender and all documents relating to the Tender, 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 Tender.

12.2 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder(s) or his Authorized Representative. In case of copies, color photocopies may be submitted.

12.3 The Tender shall be in Two Envelopes i.e. The "Technical Proposal" and The "Financial Proposal".

12.3.1 The Technical Proposal shall comprise and fulfill all the requirements, **without quoting the price.**

12.3.2 Tender Covering Letter duly signed and stamped by authorized representative. **(Annexure-A).**

12.3.3 Fulfilled Preliminary Screening Criteria at **Annexure-B.**

12.3.4 Technical Proposal Form, at **Annexure-C.**

12.4 Evaluation Criteria at **Annexure-D.**

12.4.1 Undertaking at **Annexure-E.** All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted.

12.4.2 Manufacturer's Authorization Form at **Annexure-F.**

12.4.3 Affidavit at **Annexure-I.**

12.4.4 Form of Bid Requirements at **Annexure-J.**

12.4.5 Successful Bidder(s) shall submit the Integrity Pact duly signed and stamped by authorized representative at **Annexure-L.**

12.4.6 Evidence of eligibility of the Bidder(s) & the Stores.

12.4.7 Evidence of conformity of the Stores to the Tender Document.

12.4.8 Technical Brochures/Literature.

12.4.9 The statement must be signed by the authorized representative of the Bidder(s).

12.4.10 Valid Registration Certificate's Color copies for Income Tax, Sales Tax.

12.4.11 Income Tax & Sales Tax Returns for the last 05-Tax years.

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

12.5.1 Financial Proposal Form as mentioned vide at **Annexure-G.**

12.5.2 Schedule of Requirement (SOR) as mentioned vide at **Annexure-H.**

12.5.3 Tender Earnest Money **(05% of the Total Bid amount in shape of Pay order).**

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

[Technical Tender Inquiry No]

[Tender Name]

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

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

12.7 The Bidder(s) shall follow the same process for the Financial Proposal.

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

[Financial Tender Inquiry No]

[Tender Name]

STRICTLY CONFIDENTIAL

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

12.9 The Tender(s) shall be mailed to reach and dropped in the Tender Box (1) placed in the Office of Secondary Contact address as mentioned at clause-02, Para-04, above during office hours, up to due date and time.

12.10 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, copies, certificate, brochures, literature, drawings, letters, forms and all relevant documents as part of the bid(s) submitted by the Bidder(s). Non compliance with the same will cause the rejection of bid at the time of opening.

13. TENDER PRICE:

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

14. EARNEST MONEY:

14.1 The Bidder(s) shall furnish the Earnest Money as under:

14.2 As part of Financial Bid(s) Envelope, failing which will cause rejection of Bid(s).

14.2.1 For a sum equivalent to 05% of the Total Bid Price;

14.2.2 Denominated in PAK Rupees.

14.2.3 Have a minimum validity period of ninety (90) days from the last date of submission of the Tender or until furnishing of the Performance Security, whichever is later;

14.2.4 Also enclosed an Earnest Money photocopy of Pay Order/Demand Draft in Technical Proposal(s) in which amount should not be readable, otherwise the Bid(s) will be ignored.

14.3 The proceeds of the Earnest Money shall be payable to the Procuring Agency, on the occurrence of any / all of the following conditions:-

14.3.1 If the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender form; or

14.3.2 If the Bidder(s) does not accepted the correction of his total bid price; or

14.3.3 If the Bidder(s), having being notified of the acceptance of the tender by the procuring agency during the period of the tender validity, fails or refuses to furnish the performance security, accordance with the Tender documents

14.4 The Earnest Money 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 Earnest Money only. The Earnest Money would be returned to the successful bidder(s) on furnishing the performance security.

15. TENDER VALIDITY:

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

16. WITHDRAWAL OF THE TENDER:

16.1 The bidder(s) may, by return notice served on the Procuring Agency to modify or withdraw the tender after submission of the tender, prior to the dead line for submission of the tender.

16.2 The tender, withdrawn after the deadline for submission for Bid(s) and prior to the expiration of the period of the tender validity, shall result in forfeiture of the Earnest Money.

17. OPENING OF THE TENDER:

17.1 Tender shall be opened, at the given place, time and date, in presence of the bidder(s) for which they shall ensure their presence without further intimation.

17.2 The bidder's name, modification, withdrawal, security, attendance of the bidder(s) and such other details as the Chief Pilot Office, VIP Flight may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

17.3 No bidder(s) or its representative will be allowed to keep any digital device (i.e. video camera, audio recorder, cell phone etc) during tender opening at given time and location. Non compliance will cause the rejection of respective bidder(s).

18. CLARIFICATION OF THE TENDER:

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

19. DETERMINATION OF RESPONSIVENESS OF THE BID:

The Government of Sindh, Chief Pilot Office VIP Flight shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender Evaluation Criteria, on the basis of the contents of the Preliminary Screening Criteria mentioned at Annexure-B. A substantially responsive Bid(s) is one which:

19.1.1 meets the Preliminary Screening Criteria & Evaluation Criteria for the Bidder(s) for the Good(s)/item(s) as mentioned vide Annexure-B & Annexure-D;

19.1.2 meets the Technical Specifications for the Store(s)/item(s) as mentioned vide Annexure- H;

19.1.3 meets the Marking Points for the Stores as mentioned vide Annexure-D;

19.1.4 meets the rate and limit of liquidated damages;

19.1.5 offers fixed price quotations for the stores as mentioned vide Annexure-H;

19.1.6 is accompanied by the required Tender Earnest Money as a part of Financial Bid envelope;

19.1.7 is otherwise complete and generally in order;

19.1.8 conforms to all terms and conditions of the Tender Document, without material deviation or reservation;

19.2 A material deviation or reservation is one which affects the scope, quality of the Stores/item(s)/good(s) or limits the Government of Sindh, Chief Pilot Office, VIP Flight rights or the Bidder's obligations under the contract.

19.3 The Tender determined as not substantially responsive will be disqualified from the Procurement Process & shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation. However, the Procuring Agency with its exclusive discretion may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

20. CORRECTION OF ERRORS/AMENDMENT OF TENDER:

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

20.1 If there is a discrepancy between the amount in figures and the amount in words for the total Bid(s) Price entered in the Tender 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. 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 tender. 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).

20.2 The Tender 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.

21. REJECTION OF THE TENDER:

21.1 The Chief Pilot Office, VIP Flight, Government of Sindh shall have the right, at its exclusive discretion, to accept a Tender or reject any or all Tender (s), cancel/annul the Tendering process at any time prior to the award of Contract, without assigning any reason or any obligation to inform the Bidder(s) of the grounds for the Procuring Agency's action, and without thereby incurring any liability to the Bidder(s) and the decision of the Procuring Agency shall be final.

21.2 The Tender shall be rejected if it is:

21.2.1 Substantially non-responsive; or

21.2.2 Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents by other than specified mode; or

21.2.3 Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or

21.2.4 Subjected to interlineations /cuttings/corrections/erasures/overwriting; or

21.2.5 The bidder(s) submits more than one tender(s); or

21.2.6 The bidder(s) refuses to accept the corrected total bid(s) price; or

21.2.7 The bidder(s) has conflict of interest with the Procuring Agency; or

21.2.8 The bidder(s) tries to influence the Bid evaluation/Contract award; or

- 21.2.9 The Bidder(s) engages in corrupt or fraudulent practices in competing for the Contract award.
- 21.3 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).
- 21.4 The Bidder(s) submits any financial conditions as part of its bid which is not in conformity with tender document.

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

The Procuring Agency reserves the right at its exclusive discretion at the time of Contract Award to increase or decrease, by 15%, the quantity of goods/items/stores originally specified in Schedule of Requirements without any change in Unit Price or other terms & conditions. The quoted rates once offered by the Bidder(s) will not be changed during the Contract Period.

23. ACCEPTANCE LETTER (LETTER OF INTENT):

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

24. PERFORMANCE SECURITY:

- 24.1 The successful Bidder(s) will have to deposit the requisite Performance Security as under:
 - 24.1.1 within Fourteen (14) Calendar days of the receipt of the Acceptance letter from the Procuring Agency;
 - 24.1.2 in the form of Bank guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Procuring Agency vide at Annexure-K;
 - 24.1.3 For a sum equivalent to 5% of the contract value;
 - 24.1.4 Denominated in Pak Rupees;
 - 24.1.5 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;
- 24.2 The proceeds of the Performance Security shall be payable to the Procuring Agency, on the occurrence of any/all of the following conditions:
 - 24.2.1 If the contractor(s) commits a default under the contract;
 - 24.2.2 If the contractor(s) fails to fulfill any of the obligations under the contract;
 - 24.2.3 If the contractor(s) violates any of the terms and conditions of the contract;
 - 24.2.4 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 on written request from the Contractor(s).

25. 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.

TERMS & CONDITIONS OF THE CONTRACT

PROCUREMENT OF HARDWARE, MACHINERY EQUIPMENTS & FURNITURE & FIXTURE FOR THE OFFICES OF CHIEF PILOT, VIP FLIGHT, GOVERNMENT OF SINDH

CONTRACT FOR

Between

Government of Sindh, Chief Pilot Office
VIP, Flight 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 Chief Pilot Office 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, Chief Pilot Office VIP Flight, 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 Government of Sindh, Chief Pilot Office VIP Flight is desirous that certain Goods, viz PROCUREMENT OF HARDWARE MACHINERY EQUIPMENTS & FURNITURE FIXTURE 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 Tender Document
 - b) Bidder's Proposal
 - c) Terms & Conditions of the Contract.
 - d) Special Stipulations.
 - e) The Technical Specifications.
 - f) Tender Form.
 - g) Price Schedule.
 - h) Performance Security.
 - i) Integrity Pact.
 - j) Any Standard Clause acceptable for Chief Pilot Office, VIP Flight Govt of Sindh.
3. In consideration of the payments to be made by the Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot VIP Flight Office 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
Agency

Signature of the Procuring

(Seal)

(Seal)

Signed, sealed and delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

II-TERMS & CONDITIONS OF CONTRACT

i. CONTRACT:

The Government of Sindh, Chief Pilot Office, VIP Flight will, after receipt of the performance security from the successful bidder(s) send the contract provided in the Tender 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, Chief Pilot Office VIP Flight.

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:

The Chief Pilot Office VIP Flight may, at any time, by written notice served on the contractor(s), alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all /any of the goods/Items/Stores with the percentage as prescribed in Bidding Documents. The contractor(s) shall, within Ten (10) working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the change), to the Procuring Agency. The contractor(s) shall not execute the change until and unless the Finance Department has allowed the said change, by written order served on the contractor(s). The change, mutually agreed upon, shall constitute part of the obligations under this contract, and the provisions of the contract shall apply to the said

change. No variation in or modification in the contract shall be made, except by written amendment signed by both the Finance Department and the contractor(s).

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 Government of Sindh, Chief Pilot Office, VIP flight prior written consent. 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 Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office, VIP Flight 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 Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office VIP Flight may, at any time, without prejudice to any other right of action/remedy it may have, by written notice

served on the contract indicate the nature of the default(s) and terminate the contract, in whole or in part, without any compensation to the contractor(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 Government of Sindh, Chief Pilot Office VIP Flight may allow in writing), after receipt of the such notice. If the Government of Sindh, Chief Pilot Office VIP Flight terminates the contract for default, in whole or in part, the Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office 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 Government of Sindh, Chief Pilot Office, VIP Flight 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, in whole or in part, without any compensation to the contractor(s).

xvi. TERMINATION FOR CONVENIENCE:

The Government of Sindh, Chief Pilot Office VIP Flight may, at any time, by written notice served on the contractor(s) terminate the contract, in whole or in part, 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, Chief Pilot Office VIP Flight. For the remaining Goods/Items/Stores, the Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office VIP Flight indicate such condition and the cause thereof. Unless otherwise directed by the Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh; Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office VIP Flight 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.

SPECIAL STIPULATIONS:

<i><u>For ease of reference, certain special stipulations are as under:-</u></i>	
Sr. No	PARTICULARS
1.	The supplies should be in commercial pack and delivered at the Chief Pilot Office, VIP Flight 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 liquidate/Damages in the event of completion beyond the given schedule shall be 0.25% 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.
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, which will be assessed on overall experience basis.
6.	Financial Offer will be announced/considered only those item(s) which will Technically qualified by the Departmental Procurement Committee.
7.	Only item(s)/good(s)/store(s) approved by Departmental 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 Rs. 50/- 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 Tender 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 12.6 & 12.8?			
3.	Is Tender Covering Letter format typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal as prescribed at <i>Annexure-A</i> .			
4.	Is Technical Proposal Format at <i>Annexure-C</i> typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal?			
5.	Is Undertaking Format at <i>Annexure-E</i> typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal?			
6.	Is Manufacturer's Authorization Format at <i>Annexure-F</i> typed properly on Manufacturer's Letter Head with Authorized Signatures & Seal?			
7.	Is valid Authorization/Distribution/Reseller certificate/letter in color copy submitted by the Bidder(s) in its Technical Proposal?			
8.	Is Affidavit format at <i>Annexure-I</i> is properly typed on stamp paper valuing of Rs. 50/-with proper required discipline?			
9.	Is Bid Requirement Form at <i>Annexure-J</i> properly Filled with bidder(s) complete address with Authorized Signatures & Seal?			
10.	Are Valid General Sales Tax (GST) Certificate(s) color copy provided by the Bidder(s)?			
11.	Are Valid National Tax Number (NTN) Certificate(s) color Copy provided by the Bidder(s)?			
12.	Are Professional Tax Certificate(s) for the Current Financial Year 2016-2017 submitted by the Bidder(s)?			
13.	Chamber of commerce (s) for the Current Financial Year 2016-2017 submitted by the Bidder(s)?			

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

ANNEXURE-C

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 Section Officer (G),
Chief Pilot Office, VIP Flight Government of Sindh,
Sindh Secretariat No. 4-A Block 19,

Karachi.

Dear Sir,

I/We, the undersigned, offer to provide the Hardware, Machinery Equipment and Furniture & Fixture 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 & COMPARISON OF BID(S):

Bidder(s) who have been qualified on the basis of the preliminary screening criteria will be eligible for an evaluation criterion. The Goods/stores will evaluate and compare the bid(s) that have been determined to be substantial responsive. The evaluation will be performed assuming the contract will be awarded to the high evaluated bidder(s) for the entire information system as per criteria mentioned in this bidding document.

Bid Evaluation for all Bidder(s) will be considered based on Bid Evaluation Criteria attached below acquiring 70% or more points shall be eligible to qualify.

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

Technical Marks Allocated: - 100
Qualifying Marks: - 70

Section	Requirements	Sub-Marks Allocated	Total Marks Allocated
	GENERAL REQUIREMENTS:		
1.	a.) Submit the Firm Name, Year of Establishment, Address of the Firm (Registered Office), Telephone number(s), Fax number(s) and E-mail Address and must have at least One (01) registered operational office in Karachi.(Details Required).	01-Mark	(02-Marks)
	b.) Copy of N.I.C of Firm's Authorized Representative. (copy of NIC shall be submitted).	01-Mark	
	Form of Company (Annex copy of Registration) <ul style="list-style-type: none"> • Individual. • Private Limited. • Public Limited. • Partnership. • Corporation. • Other(s) (Specify). 	-	(01-Mark)
	Location of the Firm/Company/Contractor (Annex Copy) <ul style="list-style-type: none"> • Industrial. • Commercial. • Residential. • Agriculture. • Chamber of commerce • Others (Specify). 	-	(01-Mark)
	Submit valid copy of General Sales Tax (GST) Certificate	Mandatory for all participant(s)	
	Submit valid copy of National Tax Number (NTN) Certificate	Mandatory for all participant(s)	
	a.) Submit the Valid Documentary Evidence / Acknowledgement of Income Tax Return to FBR for the last Five (05) Years.	05-Marks	(10-Marks)
	b.) Submit the Valid Documentary Evidence / Acknowledgement of General Sales Tax Return to FBR for the last Five (01) Years.	05-Marks	
The Brand submitted along with its Principal Manufacturer shall have a comprehensive Presence in Pakistan with Offices and After Sales support. Details of Offices & Valid complete Contact details are required with documentary Evidence.	-	(01-Mark)	

	Bidder(s) shall submit the Catalogue evidence of its office Premises/ware house/	-	(01-Mark)
Gross Total:			16-Marks
FINANCIAL CAPABILITIES:			
	Submit the Valid Current Financial Soundness Certificate from the concerned Bank. .	-	(03-Marks)
2.	Submit the Bank Statement for at least last (02-Years) for the purpose of verification of Firm's Financial Capabilities. Each year Bank statement's closing balance shall not less than the 1.00 (M) in Pakistani Rupees.	2.5-Mark for Each Year	(05-Marks)
	Submit the Last 60-months (05-Years) Annual Sales Turn-over in the respective field, not less than the Bid Cost in a year. 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).	01-Mark for Each Year	(05-Marks)
Gross Total:			13-Marks
KEY PROFESSIONALS:			
3.	The Bidder(s) shall submit the Resumes of Professionals including Sales Executives, Managers, Supervisors/Incharge and Technical/Resident Engineers along with their Photographic C.V's in relating to the same field.(Minimum 03-Resumes shall be submitted from above each Category)	03-Marks for Each Category	(12-Marks)
Gross Total:			12-Marks
WORKING EXPERIENCE:			
4.*	Only Firms/Companies/Contractors having atleast minimum 05-Year's experience in Hardware, Machinery Equipment & Furniture & Fixture selling business shall apply. Valid Documentary evidence shall be submitted in shape of copies of Purchase orders/work orders/agreements. <i>(Minimum 15-proofs required for the last 05-Years Work Experience in relating to the concerned field).</i>	01-Mark for 01-Proofs	(15-Marks)
	Submitted the product catalogue offered by the Firm(s)/Bidder(s) in Bid(s).	-	(02-Marks)
	Submitted List of similar nature Projects In-Hand currently <u>or</u> has been completed during the last 36-months between January-2014 to May-2017. <i>(Atleast 04-Proofs required in shape of Copies of Purchase orders/work orders/agreements).</i>	01-Mark for Each Proof	(04-Marks)
Gross Total:			21-Marks
CERTIFICATIONS:			
	Required to submit the atleast Sixteen (8) valid Customer		

5.*	Satisfaction/ Feedback Certificates in color copies from the Clients/ Customers at Client Official Letter Head with required discipline that the Firm(s)/Contractor(s) has provided goods/stores as per requirement and on scheduled time during in the contract period.	02-Mark for 01-Certificates	(08-Marks)
	Only Dell/HP <u>or</u> Equivalent Authorized Distributors/Resellers shall be allowed to quote its Bid(s) and a valid authorization letter(s)/certificate(s) in the name of Bidder(s) may required from Principal Manufacturer of Dell/HP in Pakistan at the time of submission of Bid(s). {Certificate(s) required in photocopy(s)}.	-	(20-Marks)
		Gross Total:	28-Marks
QUALITY ASSURANCE & WARRANTY:			
6.	Branded Laptop Computers warranty shall be backed-up by Principal Manufacturer having existence in Pakistan will be required along with a Certificate of 01-years standard warranty with 15 Business day on site Service.	-	(02-Marks)
	I PAD's warranty shall be backed-up by Principal Manufacturer having existence in Pakistan will be required along with a Certificate of 01-year standard warranty with Next Business day on site Service.	-	(02-Marks)
	Machinery Item warranty shall be backed-up by Principal Manufacturer having existence in Pakistan will be required along with a Certificate of 01-year standard warranty with Next Business day on site Service.	-	(02-Marks)
	Furniture Fixture warranty shall be backed-up by Principal Manufacturer having existence in Pakistan will be required along with a Certificate 01-Month standard warranty.	-	(02-Marks)
	Certificate(s) required from the Bidder(s)/Authorized Agent(s) on its Official Letter Head with Authorized Signatures & Seal, that subject to usage of their products, if the product(s) gets Faulty, the necessary repair and Faulty components replacement would be the Bidder(s) responsibility for the period of atleast Two (02) years with no cost on Procuring Agency, from the date of purchasing of Goods/stores.	-	(02-Marks)
			Gross Total:
		Grand Total:	100-Marks

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

* In "Section (04) & In Section (05)" All Interested Bidder(s)/Contractor(s)/Firm(s) shall secure minimum 75% i.e. 16-Marks out of 21-Marks in Working Experience & 75% i.e. 21-Marks out of 28-Marks in Certifications which will be mandatory for all Prospective Bidders for the Pre-Qualification.

Each & Every interested Firm(s)/Bidder(s)/Contractor(s) must get 70% 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).

ANNEXURE-E:

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

Dated this _____ day of _____ 2016

Signature

_____ (Company Seal)
In the capacity of

Duly authorized to sign Bids for and on behalf of:

ANNEXURE-F:

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]

ANNEXURE-G:

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 Section Officer (G),
Chief Polite Office VIP Flight Government of Sindh,
Sindh Secretariat, No. A-4 Block 19
Karachi.

Subject: Purchases of Hardware Machinery & Furniture & Fixture

(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 Desktop Computers with Equipments 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, Chief Pilot Office VIP Flight 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 Government of Sindh, Chief Pilot Office VIP Flight for the amount of 5% 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 _____, 2016.

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)
1.	Laptop Dell or Equivalent Mother Board Intel® Chipset Processor Intel Core i3-6100 (Quad Core 3.4GHz) Ram 4GB 2133MHz DDR4 Memory Hard Disk Drive 500GB DVD-RW DVD Drive (Reads and Writes to DVD/CD) Integrated Intel® HD Graphics 530 Integrated Intel® i219-LM Ethernet LAN 10/100/1000 Microsoft Windows-10 Microsoft Office 2013 Screen 15.6" HDMI or DVI-D Port 1Years SADMG Rapid Parts Exchange Service	04-Units			
2.	Apple i-Pad AIR 2 or Equivalent 128 GB (Wi-Fi+4G) A8X Second Generation Chip, Wi-Fi Bluetooth 4.2, 8 Megapixel photos iSight Camera, 9.7-inch (diagonal) Retina with 2048-by-1536 resolution, Two Speaker audio, Fingerprint identity sensor built into the home button- Up to 10 Hours Battery backup. One year local warranty	04-Units			
3.	Split AC 1.5 Ton Cooling 18000 BTU/Hr Power Supply:50HZ/220V Energy saving with Auto voltage adaptation. Compressor Watt 5500 to 6500	04-Unit			
4-	Executive Officer Table Size 6x3 with Side Rack all made Shesham veneer Board Mat Polish	01-Unit			

5	Executive Officer Revolving Chair Height Back Full Covered Artificial Leather with Foam Five Legs Hydraulics Revolving Base	03-Units			
6	Executive Officer Visitor Chair with Arms	04-Unit			
7	Executive Sofa Set (3+1+1) Five Seated Master Molty Foam Cover with Artifical Leather	01-Unit			
8	Wooden Officer Table 5x 3fit with sesham polish/ lamination Top Glass 12mm	02-Units			
09	Center Table set 1+1+1 with sesham Wood Top Glass 12mm	001-Unit			
Grand Total:					

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

Grand Total in words in Pakistani Rupees: _____

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

Grand Total in words in Pakistani Rupees: _____

Authorized Signatures:

Firm:

Date: _____

Stamp of the

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
Tender and also agreed to abide SPPRA Rules-2010 (Amended-2013) for the procurement of
Equipments 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 Tender accepted for Total, Partial 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 Tender
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 Tender 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 Earnest Money in the form of Pay order	05% of the bid amount in favor of Section Officer (G), Chief Pilot Office VIP Flight, Government of Sindh, Karachi.
2.	Performance Security	05% 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 Section Officer (G), Chief Pilot Office, VIP Flight Government of Sindh, - Phone No: 021-99207172.

(Signature of Bidder & Company Seal)

FORMAT FOR PERFORMANCE SECURITY FORM

(BANK GUARANTEE)

Guarantee No. _____

Executed on _____

Expiry Date: _____

(Letter by the Guarantor to the Chief Pilot Office VIP Flight Govt. of Sindh)

Name of Guarantor (Scheduled Bank in Pakistan) with

Address: _____

Name of the Principal (Contractor) with

Address: _____

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

Letter of Acceptance No. _____ Dated _____

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

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Government of Sindh Chief Pilot Office VIP Flight above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by Chief Pilot Office VIP Flight, Government of Sindh, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements, Remedying Defects, of Conditions of Contract are fulfilled.

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

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

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

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

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

1. Signature _____

2. Name _____

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)