

OFFICE OF THE EXECUTIVE ENGINEER
BUILDINGS DIVISION THARPARKAR

NO.TC/G-55/1956 /dated:- 20/09/2017.

NOTICE INVITING TENDERS,

Sealed bids from various contractor / firm / manufacturer / Distributors / parties interested for the supply of various items mentioned below, meeting the eligibility criteria have been invited to participate. Under SPPRA rule 2010 (Amended 2013).

S.#	Description of store	2% Bids Money of quoted rate	Tender Fee	Period of Completion
01	02	03	04	05
01	Provision of Furniture for Annexi Building Mithi.	List attached	3000/-	06-Month

PROGRAM FOR ISSUE/RECEIPT AND OPENING TENDERS

S.No	Details	1st Attempt	In case of un-responded work
			2nd Attempt
01	Last date of receipt of application for issuance of blank tender from the date of publication in the news papers & hosting on SPPRA website.	09/10/2017	26/10/2017
02	Date of receiving and opening of tenders (Tender will be received upto 1:00 pm and opened at 1:45 pm)	10/10/2017	27/10/2017.

NB:-

- 1 Contract documents and other terms and condition can be seen and blank tenders obtained from the office of undersigned on payment of tender fee.
- 2 The authorized importer/ Local manufacturer and the contractor will be responsible for any sort of breach of contract agreement and violation of terms & conditions of the tender.
- 3 The procuring agencies shall announce the result of bid evaluation in the form of a report, giving justification for acceptance or rejection of bids at least 10 days prior to the award of procurement contract.
- 4 The procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPPRA Rules 2010.
- 5 Only required documents shall be submitted along with the tender.

6 **EVALUATION CRITERIA:**


- a. Quoted price.
- b. Original purchase receipt of the tender.
- c. Compliance of the tender specification.
- d. Bid security at the rate of 2.00% of the total amount of bid in the form of call deposit.
- e. Authorization letter of the local manufacturer or importer to participate in the tender.

- f. Copy of valid agency agreement of the importer with the parent manufacturing firm.
 - g. FDA / CE certificate of the product.
 - h. Valid income tax registration certificate.
 - i. Valid Sindh Sales tax registration certificate.
 - j. Valid Sindh Board of Revenue (SBR) registration.
- 7 Every bidder will have to deposit bid security at the rate 2.00% of the total amount of bid in the form of call deposit.
 - 8 Every bidder shall submit only the required documents as given under evaluation criteria.
 - 9 Bid validity shall be 90 days and shall commence from the date of opening of financial bids.
 - 10 In case of undesirable circumstances on submission/opening date and time or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time and venue.
 - 11 Information regarding tender enquiry may please also be down loaded from SPPRA Website www.spprasindh.gov.pk and www.sindh.gov.pk.

Executive Engineer
Buildings Division
Tharparkar

Copy forwarded with compliments for information to:-

- 1/- The Secretary Information Technology, Govt: of Sindh Secretariat No. 6 @ Karachi along-with copies of N.I.T for favour of information and placing them on the Web site of Sindh Government.
- 2/- The Deputy Commissioner, Tharparkar @ Mithi.
- 3/- The Director (CB) Sindh Public Procurement Regulatory Authority Block No. 8, Sindh Secretariat No 4-A, Court Road, Karachi.
- 4/- The Director of Information (Advertisement) Public Relation Department, Block # 96 Sindh Secretariat Karachi, along-with 07 spare copies for wide publicity through three Daily Newspapers in on insertion (English) (Urdu-) (Sindhi-).
- 5/- The Superintending Engineer, Works & Services, Department, Tharparkar @ Mithi, for kind information.
- 6/- The Executive Engineer (All) under Superintending Engineer, Works & Services Department, Tharparkar @ Mithi, for information wide publicity.
- 7/- The Assistant Engineer Sub Division (All) under Executive Engineer Buildings Division, Tharparkar @ Mithi for information wide publicity.
- 8/- Assistant/Head Clerk/Drawing Branch/Notice Board (Local).


Executive Engineer
Buildings Division
Tharparkar



NO. DC/TPR/-1374 /2017

**OFFICE OF THE DEPUTY COMMISSIONER
THARPARKAR**

MITHI DATED 26/4 /2017

@ dcthar@gmail.com

Deputy Commissioner Tharparkar Office ☎ 0232-920667 / 920899 Fax ☎ 0232-920818, Res: ☎ 0232-920925 / 920714

NOTIFICATION

In compliance of Rule-31 (4) of Sindh Public Procurement Rules 2010, and with the permission of competent authority, a **Complaint Redressal Committee (CRC)** to redress grievances and settlement of disputes of bidders during the procurement proceedings in Revenue Department and respective divisions of Works & Services Department; is hereby constituted comprising the following members:

- | | |
|---|----------|
| 1. Deputy Commissioner Tharparkar | Chairman |
| 2. Superintending Engineer, Works & Services, Tharparkar | Member |
| 3. Representative of District Accounts Officer Tharparkar | Member |

Terms of References (ToRs)

- Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
- Annul in whole or in part, any unauthorized act or decision of the procurement committee; and
- Reverse any decision of the procurement committee or substitute its own decision for such a decision;

dc
h (MUHAMMAD ZAMAN NAREJO, P.A.S)
rsy/Wr Deputy Commissioner
Tharparkar

CC to:

- The Secretary (GA), Services, General Administration & Coordination Department, Government of Sindh, Karachi.
- The Commissioner, Mirpurkhas Division, Mirpurkhas
- The Director (CB), Government of Sindh SPPRA, Barrack No.08, Sindh Secretariat No. 4-A Court Road, Karachi
- The Superintending Engineer, Works & Services, Tharparkar.
- The District Account Officer Tharparkar

rsy/Wr
Deputy Commissioner
Tharparkar



GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the 19th May, 2014.

NOTIFICATION

No. E&A(W&S)3-9/91/2014: With the approval of competent authority, Procurement Committee in terms of Rule-7 of Sindh Public Procurement Rules-2010; is hereby constituted for procurement of "Goods / Works" in the office of Executive Engineer, Buildings Division, Tharparkar @ Mithi excluding procurement involving foreign exchange with the following composition:-

- | | | |
|------|--|----------|
| i) | Superintending Engineer,
Works & Services,
Tharparkar @ Mithi. | Chairman |
| ii) | Executive Engineer,
Buildings Division,
Tharparkar @ Mithi. | Member |
| iii) | Executive Engineer,
Public Health Engineering Division,
Mithi. | Member |

2. The Functions & Responsibilities of the Committee, in term of Rule-7 & 8 of SPPR-2010, shall be as under:

- Preparing of bidding documents.
- Carrying out Technical as well as Financial Evaluation of the bids.
- Preparing Evaluation report as provided in Rule-45;
- Making recommendation for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

QAZI SHAHID PERVEZ
SECRETARY TO GOVT. OF SINDH

No. E&A(W&S)3-9/91-2014

Karachi, dated the 19th May, 2014.

A copy is forwarded for information to:-

- The Accountant General, Sindh, Karachi.
- The Secretary to Govt. of Sindh, Public Health Engg. Department, Karachi.
- The Managing Director, SPPRA, Karachi.
- The Chief Engineer (Highways/Buildings), Hyderabad..
- The Superintending Engineer, Works & Services, Tharparkar @ Mithi..
- The Deputy Director, PM&E Cell, W&SD.
- P.A to Addl. Secretary (Tech.), W&SD.
- P.A to Dy. Secretary (Tech.), W&SD.
- The Chairman / Members of the Committee.
- Notification file.

(MUHAMMAD ZAKIR)
SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH

Handwritten notes: 21/5/14, 21/5/14





GOVERNMENT OF SINDH
SERVICES, GENERAL ADMINISTRATION &
COORDINATION DEPARTMENT

NOTIFICATION

NO.SO(C-IV) SGA&CD/4-64/09: The Government of Sindh has been pleased to constitute a Complaint Redressal Committee as per SPPRA Rules 2010 (31), with the following composition and TORs:-

1	Additional Chief Secretary (Dev.), P&D Department, Govt. of Sindh	Chairman
2	Representative of the Accountant General Sindh	Member
3	Mr. Manzar Zahoor, Independent Professional	Member

Terms of Reference:

- Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations,
- Annual in whole or in part, any unauthorized act or decision of the procurement committee.
- Reverse any decision of the procurement committee or substitute its own decision for such a decision.

CHIEF SECRETARY SINDH

NO: SO(C-IV) SGA&CD/4-64/09

Karachi, dated the 10th March, 2012.

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

- Senior Member, Board of Revenue Sindh.
- Additional Chief Secretary (Dev.), P&D Department, Govt. of Sindh.
- Additional Chief Secretary, Home Department, Govt. of Sindh.
- Secretary to Governor Sindh.
- Secretary to Chief Minister Sindh.
- Administrative Secretaries (All) Govt. of Sindh, *Public Services*
- Chairman / Member of the Committee:
- Deputy Secretary (Staff) to Chief Secretary Sindh.
- P.S. to Chief Secretary Sindh.
- P.S. to Secretary (I&C), SGA&CD.
- Master file.

Car S
10/03/2012
SECTION OFFICER (C-IV)

13/3
17/3
copy to all P.Ds
9/12/12
5

ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-18 IN RESPECT OF EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI WORKS & SERVICES DEPARTMENT GOVERNMENT OF SINDH.

S.No	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (In Million Rs.)	Funds allocated (In Million Rs.)	Source of Funds (ADP/Non-ADP)	Project procurement method	Timing of Procurement			
								1ST QTR	2ND QTR	3RD QTR	4TH QTR
1	2	3	4	5	6	7	8	9	10	11	12
ADP-2017-18											
1	<u>Provision of Furniture for Annexi Building Mithi.</u>		6.249	6.249	6.249	District ADP	Single Stage one Envelope		--	--	--
		Total	6.249	6.249	6.249						


Executive Engineer
 Buildings Division
 Tharparkar

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs. 2.5 (M) to Above

**NAME OF WORK:- PROVISION OF FURNITURE FOR ANNEXI
BUILDING MITHI.**

Issue to Mr./MS. _____

And Charged Rs.3000/-

Vide D.R No. _____ dated: / /2017.

INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —"the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.

5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer /Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with IB.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.11
 - (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security or
 - (ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.
- If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- (A) **Major (material) Deviations include:-**
- (i) has been not properly signed;
 - (ii) is not accompanied by the bid security of required amount and manner;
 - (iii) stipulating price adjustment when fixed price bids were called for;
 - (iv) failing to respond to specifications;

- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities if any, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

- 17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2 (q);

- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency 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 thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance]) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ---% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

- IB.22 **Integrity Pact** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

BIDDING DATA

INSTRUCTIONS TO BIDDERS

Clause Reference:-

1.1 Name of Procuring Agency: - **EXECUTIVE ENGINEER.**

Brief Description of Works:- Provision of Furniture for Annexi Building Mithi.

5.1 (a) Procuring Agency's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

(b) Engineer's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity: *(must have turnover of Rs. 6.249 Million).*

ii. Technical capacity: *Registration _____*

iii. Construction Capacity: *(45 of equipment).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security: - @ (2%) Rs. 124980/- (Rupees One Lac Twenty Four Thousand Nine Hundred Eighty Only).**

14.1 **Period of Bid Validity: - (90-Days).**

14.4 **Number of Copies of the Bid to be submitted:**
One original plus --- copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission: - EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

15.1 **Deadline for Submission of Bids:-**

Time: 1:00 PM on: **10 /10/2017.**

16.1 **Venue, Time, and Date of Bid Opening:-**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

Time: 1:45 PM on: **10 10 /2017**

16.4 **Responsiveness of Bids:-**

(i) Bid is valid till required period,

*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

(vi) Bids are generally in order, etc.

*Procuring agency can adopt either of two options. *(Select either of them)*

- (a) **Fixed Price contract:-** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 22 -months.
- (b) **Price adjustment contract:-** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

Deposit Receipt No. _____ Charged Rs: _____ Dated: / / 2017.

C.D No. Rs. Dated: / / 2017 Bank

CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. NIT No. TC/G-55/ 1956 dated: 20 / 09 / 2017.

NAME OF WORK:- Provision of Furniture for Annexi Building Mithi.

To:

The Executive Engineer,
Buildings Division,
Tharparkar @ Mithi.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. (2%) Rs. _____ (Rupees _____) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (90-days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 2017

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

Contractor:- Mr. / M/S. _____

(Seal)

Address _____

Witness: _____

(Signature) _____

Name: _____

Address: _____

CONDITIONS OF CONTRACT
1. GENERAL PROVISIONS

1.1 Definitions.

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 "Part" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risk" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

- 1.3 **Priority of Documents**
The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.
- 1.4 **Law**
The law of the Contract is the relevant Law of Islamic Republic of Pakistan.
- 1.5 **Communications**
All Communications related to the Contract shall be in English language.
- 1.6 **Statutory Obligations**
The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.
2. **THE PROCURING AGENCY**
- 2.1 **Provision of Site**
The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.
Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 2.2 **Permits etc.**
The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.
- 2.3 **Engineer's/Procuring Agency's Instructions**
The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.
- 2.4 **Approvals**
No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.
3. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**
- 3.1 **Authorized Person**
The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.
- 3.2 **Engineer's/Procuring Agency's Representative**
The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.
4. **THE CONTRACTOR**
- 4.1 **General Obligations**
The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.
- 4.2 **Contractor's Representative**
The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.
- 4.3 **Subcontracting**
The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.
- 4.4 **Performance Security**
The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments** The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works** The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

a) The value of the Works executed less to the cumulative amount paid previously; and

b) Value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty

one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 **Arbitration**

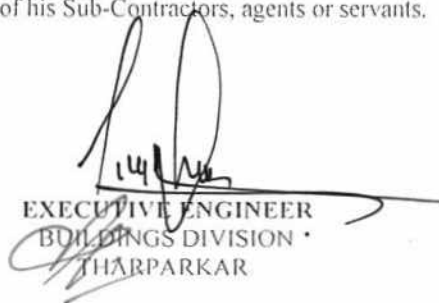
A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 **INTEGRITY PACT**

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

Terms and conditions.

Tender are required to comply with all the clauses mentioned in terms and conditions of the tender and prevalent SPPRA rules and any deviation found will forbid for competing in the tender. SPPRA rules shall over ride all the terms / conditions of the tender.

1. One set of Blank tender form is being supplied, which may be returned duly filled to this office the number of pages may be mentioned on the covering envelop.
2. The Bidder has to submit authorization letter of the Local manufacturer or importer, the firm he has to represent.
3. The following documents are required to be attached with the technical bid otherwise the same will not be entertained.
 - Original purchase receipt of the tender.
 - Agency agreement of the importer with the parent firm.
 - Valid Sindh Sales tax registration certificate.
 - Authorization letter of the local manufacturer / importer.
 - Valid National income tax certificate.
 - Affidavit on stamp paper containing statement that the bidding firm is neither blacklisted nor in litigation with any Govt: / Semi Govt: or autonomous body.
 - Bid security at the rate of Rs, 2.00% (Refundable) on the total amount of bid in the form of call deposit along with the Bank confirmation receipt.
 - Performance security shall be 2.00% of the total amount of work order.
 - Original literature of the product.
 - Original brochure of the product.
 - Operating manual.
 - Circuit diagram of the product.
 - Guarantee letter that the supplied equipment / instruments is original brand new and latest Model, non of the parts is replaced, old or refurbished.
4. Delivery period will be 30 days from the date of award of the contract.
5. Bid validity will be 90 days and will commence from the date of opening of commercial bids.
6. Tender should be properly sealed and the envelope must contain tender inquiry No. on the top. The Name of supplier should be affixed on the face of envelop on the left side.
7. Tender must be filled in with Blue or Black ink in the columns provided / or on separate letterhead of the firm duly signed and stamped.
8. The tender must be free from erasing, cutting and over writing. In case of erasing or cutting or over writing, authorized person must initial. Spaces left empty on tender forms and should be crossed.
9. Conditional tender shall be ignored and shall not be considered / accepted.
10. The bidders should quote their final price both in figure and words in pak currency and the rates shall be quoted per unit.
11. The supplier shall furnish the authorization letter of the manufacturer / importer and GMP Certificate on whose behalf they are participating to the effect that in case of material supplied declared sub- standard the participating firm as well as the importer will be equally responsible for consequence as per prevailing SPPRA rules.
12. The quoted rates be in pak rupees & inclusive of all taxes etc payable to federal, Provincial and district government or local bodies and no claim on this account shall be entertained.

13. No manufacturer shall authorize their distributor / agent / or any firm to quote the same item, which the manufacturer is quoting itself in the tender. Failing which offers of both the manufacturer as well as the bidder shall be rejected.
14. The purchaser, reserve the right to increase / decrease or delete the quantities as per budget.
15. The procurement committee reserves the right to annul the bidding process as per provision of SPP rule 25.
16. The purchaser will notify the successful bidder in writing, delivery by hand or by registered letter, by courier about the relevant approved lowest evaluated rates of items.
17. Subject to the fulfillment of all codal formalities, the purchase will award the contract to the successful bidder. Both the parties' i-e the purchaser and the supplier shall sign the contract agreement on the stamp paper as per prevailing Government rules, the expenditure involved on the said contract agreement shall be borne by the supplier. Stamp duty at the rate of 0.3% shall be affixed on the contract agreement by the bidder.
18. No extension shall be accorded for the stipulated delivery period.
19. The inspection committee reserves the right to reject any or all items of supplied products against tender specification or testing by any technical authority.
20. Substandard products if so declared by the PDTL / CDTL or rejected by the inspection committee shall be returned and supplier shall supply additional quantity of the same / tender specification and of standard quality without any additional expenses on the Government.
21. The bill / payment shall be processed on completion of supply and release of inspection note by the inspection committee.
22. The supplier will have to submit bill / invoice in triplicate alongwith guarantee / warrantee.
23. The bidder has to quote rates along with manufacturer as given in the tender form columns.
24. The income tax will be deducted at the prevailing rates prescribed by the Government.
25. In case of engagement of procurement committee in other official duties or Holiday announced by the Government the opening date of tender shall be set accordingly and intimated to the participating bidders.
26. Every item may be checked by any technical authority on the expenses of supplier if so desired.
27. In case of breach of agreement the bidding firm shall be declared blacklisted as per prevailing SPPRA rules.2010.
28. The bidder will be bound to ensure availability of the quoted items till the end of current financial year.
29. Every bidder will submit 02. Separate bids (one technical and other financial) in *separate envelop*. The envelops shall be titled accordingly.
30. The bidder shall ensure free installation / demonstration.
31. The bidder shall ensure availability of the spare parts whenever so required.
32. The contractor shall ensure 02 years free service and parts warranty +2 years free labour services and free installation at the consumer's end.

33. Prevailing rules of Sindh Public procurement Regulatory Authority shall override all the above terms and conditions.

34. **EVALUATION CRITERIA:**

1. Quoted price.
2. Original purchase receipt of the tender.
3. Compliance of the tender specification.
4. Bid security at the rate of 02% of the total amount of bid in the form of call deposit.
5. Authorization letter of the local manufacturer or importer to participate in the tender.
6. Copy of valid agency agreement of the importer with the parent manufacturing firm.
7. FDA / CE certificate of the product.
8. Valid income tax registration certificate.
9. Valid Sindh Sales tax registration certificate.
10. Valid Sindh Board of Revenue (SBR) registration.

11. Affidavit on stamp paper containing statement that the bidding firm is neither blacklisted nor in litigation with any Govt: / Semi Govt: or autonomous body.
12. Bank stability certificate.

Note: *shortfall of any document given under evaluation criteria shall render the Bidding firm ineligible for competition.*

Executive Engineer
Buildings Division
Tharparkar

THE TENDERER HAVE TO SIGN THE FOLLOWING UNDER TAKING.

- I/ we read / understand the terms and conditions specified in the tender enquiry and undertake.
- That I / we will remain bound to supply approved items on approved rates till the completion period.
- That I / we accept and shall comply with all the terms and conditions of the tender.
- That I / we agree whether our tender accepted as total partial or enhanced quantity for all or any single item. I / we also agree to supply and accept the said items at the same rates for the supply of contracted quantity with in stipulated period as shown in the contract.
- I/we understand and ensure for the supply of quality products I/we also agree to Supply 100% additional quintiles of the rejected items without any additional charges, if the Supplies are declared substandard.
- I/we undertake to ensure free availability of the quoted items till the end of current financial year.
- I/we undertake that, if any information submitted in the tender enquiry found incorrect or fake, our contract may be cancelled on any stage of the procurement on our cost and risk

Name of firm _____

Name of proprietor / sol distributor / authorized person _____

CNIC #. _____

Address _____

Phone # _____ Fax #. _____

We guarantee to supply the store exactly in accordance with the requirement specified in the invitation to this tender.

Signature and stamp _____

PROVISION OF FURNITURE FOR ANNEXI BUILDING MITHI.

SUMMARY OF BID PRICES

PART "A" Non-Sch: Items Rs: _____

TOTAL BID PRICE Rs: _____

Government
Contractor


Executive Engineer Buildings
Division Tharparkar

PROVISION OF FURNITURE FOR ANNEXI BUILDING MITHI.

ABSTRACT SHEET / SCHEDULE "B"

ITEMS BASED ON MARKET/ OFFERED RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
1-No	01	Providing & Fixing Heavy duty Generator	_____	Each	_____
1-No	02	Providing & Fixing ward robe of standard quality i/c lassani wood, drawers, shelves etc complete	_____	Each	_____
5-Nos	03	Supplying & Fixing wooden Almerah of superior quality with dressing table	_____	Each	_____
1080-Sft	04	Supplying & Fixing windows blinds	_____	Each	_____
2-Nos	05	Supplying Dinner set imported quality	_____	Each	_____
2-Nos	06	Supplying water set of imported quality	_____	Each	_____
2-Nos	07	Supplying Tea Set of imported quality	_____	Each	_____
2-Nos	08	Supplying Sofa set 7-seater of imported quality with side boxes & front table	_____	Each	_____
4-Nos	09	Supplying Sofa set 5-seater of imported quality	_____	Each	_____
2-Nos	10	Supplying TV - LCD 42" of superior quality	_____	Each	_____
2-Nos	11	Supplying A.C 2 1/2 Ton of superior quality with stabilizer etc complete	_____	Each	_____
L.S	12	Miscellaneous Items i/e Pillows, Bed sheets, blankets, mattress etc complete	_____	Each	_____

Total "A" _____

Government
Contractor


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Division Tharparkar