



OFFICE OF THE
SENIOR SUPERINTENDENT
CENTRAL PRISON KHAIRPUR



NO. 800

Dated:13-02-2018

Phone No. 0243-9280120

Email: centralprisonkhairpur@yahoo.com

NOTICE INVITING TENDER

The sealed tenders are invited for the procurement of following item during the current financial year 2017-18, from the authorized firms/ manufacturers/Importer/Distributor/Wholesaler/ General Order Suppliers registered with Income Tax, & GST Department, Sindh Revenue Board (where applicable) as per SPPRA Rules 2010 (Amended upto date).

S No.	Name of Item	Tender fees
01	Supply and installation of 30 Nos. Electric Water Coolers at Central Prison Khairpur	Rs. 1000/-

ELIGIBILITY CRITERIA FOR BIDDERS:

- a) Relevant experience;
 - b) Financial Turnover amounting to Rs. 3.00 Million of last three years (attach bank statement).
 - c) Registration with SRB and FBR.(attach certificate)
1. Bidding document can be collected with tender fee of Rs.1000/- from the office of Senior Superintendent Central Prison Khairpur, from the date of publication to 20-03-2018 during office hours or download from the SPPRA website www.pprasindh.gov.pk. At the time of submission, Rs.1000/- tender fee must be submitted in shape of pay order/demand draft.
 2. The bids shall be submitted with 3% of the bid value as bid security, in shape of a pay order/ call deposit / Bank draft in favor of the Senior Superintendent Central Prison Khairpur.
 3. The scheduled for submission of bids is on 21-03-2018 up to 02:00 pm. The bids shall be opened at 03.00 p.m. on the same day in presence of the bidders or their representatives, who choose to attend, at the given below address.
 4. In case of emergency/unresponsiveness/holiday, bids shall be opened on next day i.e. 22.03.2018 at 03.00 pm
 5. According to the standing orders of Government of Pakistan, as per current approved fixed income tax percentage , Government of Sindh GST & other Government taxes will be deducted from bills of approved contractors.
 6. The Procuring Agency may reject all or any bid subject to the relevant provision of SPP Rules, 2010.

Muhammad Aslam Malik
(MUHAMMAD ASLAM MALIK)
SENIOR SUPERINTENDENT
CENTRAL PRISON KHAIRPUR.



Telephone No. 021-99231418
Fax #: 021-99231084
Email: sindhprisons@gmail.com

**OFFICE OF THE
INSPECTOR GENERAL OF PRISONS, SINDH**

Pir Illahi Buksh Road Muslimabad, Karachi.

No.SB-1/ 3966/70 Dated: 15 FEB 2018

Read : Superintendent Central Prison Khairpur
letter No.822/23 dated 14.02.2018
regarding request for notifying the
Procurement Committee for purchase of
Plant & Machinery for Central Prison
Khairpur.

ORDER

In pursuance of Rule No.7 of Sindh Public Procurement Regulatory Authority 2010 (amended upto-date), the following Committee is hereby constituted for purchase of Plant & Machinery for Central Prison Khairpur.

Procurement Committee.

i.	Senior Superintendent, Central Prison Khairpur	Head of the Committee
ii.	Assistant Director, Reclamation and Probation Sukkur Division.	Member
iii.	Deputy Superintendent, Central Prison Khairpur	Member

Terms of Reference for the Procurement Committee according to the SPPRA Rule No. 8

- i. Prepare bidding documents.
- ii. Carryout technical as well as financial evaluation of the bids.
- iii. Prepare evaluation reports as provided in SPPRA Rule 45.
- iv. Make recommendations for the award of contract to the competent authority.
- v. Perform any other function ancillary and incidental to the above.

(NUSRAT HUSSAIN MANGAN)
INSPECTOR GENERAL OF PRISONS
SINDH KARACHI

Copy forwarded for information & necessary action to:

1. The Deputy Inspector General of Prisons Sukkur Region.
2. ✓ The Senior Superintendent, Central Prison Khairpur with reference to his letter No.822/23 dated 14.02.2018.
3. The Assistant Director, Reclamation and Probation Sukkur Division.
4. The Deputy Superintendent, Central Prison Khairpur.

(NUSRAT HUSSAIN MANGAN)
INSPECTOR GENERAL OF PRISONS
SINDH KARACHI



Telephone No. 021-99231413
Fax #: 021-99231034
Email: sindhprisons@gmail.com

**OFFICE OF THE
INSPECTOR GENERAL OF PRISONS, SINDH**

Pir Illahi Buksh Road Muslimabad, Karachi.

No. SB-1/ 2585/ 88. Dated 31 JAN 2018

ORDER

In pursuance of Rule No.31 of Sindh Public Procurement Regulatory Authority 2010 (amended upto-date), the Committee known as "Complaint Redressal Committee" according to SPPRA rules is hereby constituted in respect of all prisons of Sukkur Region with the following compositions and TOR:-

i. COMPLAINT REDRESSAL COMMITTEE.

i.	Deputy Inspector General of Prisons Sukkur Region	Head of the Committee
ii.	District Accounts Officer, Sukkur OR his representative	Member
iii.	An independent professional from the relevant field concerning the procurement process, to be nominated by the D.I.G. Prisons Sukkur Region.	Member

TERMS OF REFERENCES (TORs):-

To hear the complaints, examine them as per rules and policy and redress the grievances if any, as per the provisions of Rule-31 of SPPRA rules 2010 (amended upto-date).

(NUSRAT HUSSAIN MANGAN)
INSPECTOR GENERAL OF PRISONS
SINDH KARACHI

Copy forwarded for information & necessary action to:

1. The Deputy Inspector General of Prisons Sukkur Region.
2. The District Accounts Officer, Sukkur.
3. The Superintendent Prisons (all) of Sukkur Region.

(NUSRAT HUSSAIN MANGAN)
INSPECTOR GENERAL OF PRISONS
SINDH KARACHI



**OFFICE OF THE
SENIOR SUPERINTENDENT
CENTRAL PRISON KHAIRPUR**



**NATIONAL COMPETITION BIDDING
(Single Stage One Envelope Procedure)**

BIDDING DOCUMENT

FOR

Supply and Installation of 30 Nos. Electric Water Cooler at Central Prison Khairpur.

List of Contents

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Part I

TENDER NOTICE

The sealed tenders are invited for the procurement of following item during the current financial year 2017-18, from the authorized firms/ manufacturers/Importer/Distributor/Wholesaler/ General Order Suppliers registered with Income Tax, & GST Department, Sindh Revenue Board (where applicable) as per SPPRA Rules 2010 (Amended upto date).

S No.	Name of Item	Tender fees
01	Supply and installation of 30 Nos. Electric Water Coolers at Central Prison Khairpur	Rs. 1000/-

ELIGIBILITY CRITERIA FOR BIDDERS:

- d) Relevant experience;
 - e) Financial Turnover amounting to Rs. 3.00 Million of last three years (attach bank statement).
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 11. According to the standing orders of Government of Pakistan, as per current approved fixed income tax percentage , Government of Sindh GST & other Government taxes will be deducted from bills of approved contractors.
 12. The Procuring Agency may reject all or any bid subject to the relevant provision of SPP Rules, 2010.

**SENIOR SUPERINTENDENT
CENTRAL PRISON KHAIRPUR
Phone No. 0243-9280120**

Part-II

General conditions of contract

1. **Definition** 1.1 In this Contract, the following terms shall be interpreted as Indicated:
- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the equipment, machinery, and/ or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) "The Service" means those services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Procuring agency" means Office the Senior Superintendent Central Prison Khairpur.
 - (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (i) "SPP Rules 2010" means the Sindh Public Procurement Rules 2010.
 - (j) "Day" means calendar day.
2. **Standards** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
3. **Patent Rights** The Supplier Shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
4. **Performance Security**
- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidders shall furnish to the Procuring agency the performance security in the amount specified in SCC.
 - 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
 - 4.4 The performance security will be discharged by procuring agency and returned to the supplier not later than thirty (30) days following the date of the completion of the supplier performance obligations under the contract, including any warranty obligation, unless specified otherwise in SSC.

5. Inspection and Tests

5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost of the Procuring agency. The Procuring agency shall notify the supplier in writing, in a timely manner, of the identity of any representative retained for these purposes.

5.2 Should any inspected or tested Goods fail to confirm to the specification, The Procuring agency may reject the Goods and Supplier shall either replace the rejected Goods or make alternation necessary to meet specification requirements free of cost to the Procuring agency.

5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods arrival shall in no way be limited or waived by the reasons of Goods having previously being inspected, tested, and passed by the Manufacturer.

5.5 Nothing in GCC Clause 5 shall in any way release the supplier from any warranty or other obligations under this Contract.

6. Packing

The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

7. Delivery and Documents

Delivery of Goods shall be made by the supplier in accordance with the terms specified in the schedule of Requirements. The details of shipping /transportation and/or other documents to be furnished by the supplier or specified in SCC.

8. Insurance

The Goods supplier under the Contract shall be delivered consignees and under which risk is transferred to the Procuring agency after having being delivered; hence insurance coverage is supplier's responsibility.

9. Transportation

The supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the supplier, and related costs shall be deemed to have been include in the Contract price.

10. Incidental services

10.1 the supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC.

(a) Performance or supervision of on-side assembly and /or start-up or supplied Goods.

(b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods

(c) Furnishing of a detailed operation and maintenance manual for each appropriate unit of the supplied Goods;

(d) Performance of supervision or maintenance and/or repair of the supplied Goods for a period of time agreed by the parties, provide that this service shall not relieve the supplier or any warranty obligations under this Contract; and.

11. Spare parts

11.1 the supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier;

(a) Such spare parts as the Procuring agency may elect to purchase from the supplier,

(ii) Following such termination, furnishing at no cost to the Procuring agency, blueprints, drawings, and specifications of spare parts, if requested.

12. Warranty

12.1 the Supplier warrants that the Goods supplied under the contract are new, unused, of desired models, and that they incorporate all recent improvements in designs and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the Procuring agency specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

12.2 This warranty shall remain valid for twelve (12) months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

12.3 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period at the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

13. Payment

13.1 The method and conditions of payment to be made to the supplier under this Contract shall be specified in SCC.

13.2 The Supplier request(S) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and upon fulfillment of other obligations stipulated in the Contract.

13.3 Payment shall be made promptly by the Procuring agency, but in no case later than Thirty (30) day after submission of an invoice or claim by the Supplier.

13.4 The currency of payment is Pak Rupees.

14. Prices

Prices charged by the Supplier for the Goods delivered and services performed under the Contract shall not vary the prices quoted by the Supplier in its bid.

15. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties

16. Delays in the Supplier's Performance

16.1 delivery of the Goods and performance of services shall be made by the Supplier in accordance with the schedule of requirements.

16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of the services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by the amendment of Contract.

16.2 Except as provided under GCC Clause 17 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

17. liquidated Damages

Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the periods(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the

Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or underperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

18. Termination for default

18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) If the Supplier fails to deliver any or all of the Goods within the periods(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

19. Force Majeure

19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations 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.

20. Resolution of Disputes

Resolution of dispute shall be through Mechanism for Re-dressal of Grievances as provided in the rules or through Arbitration Act 1942.

21. Governing Language

The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. Applicable Law

The Contract shall be interpreted in accordance with SPP Rules 2010 (amended up to date).

24. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

25. Overriding effect of Sindh Public Procurement Rules 2010 (Amended upto date).

In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2013) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.

Part-III
Bid Data Sheet

The following specific data for *supply and installation of 30 Nos. Electric Water Cooler* to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1	Name of Procuring Agency: office of the <i>Senior Superintendent Central Prison Khairpur. Phone & Fax No: 0243-9280120.</i>
ITB 2	Name of Contract. "Supply installation and commissioning of 30 Electric Water Coolers
Bid Price and Currency	
ITB 3	Prices quoted by the Bidder shall be " fixed" and in "Pak Rupees" including all applicable taxes and supply / installation and commissioning charges
Preparation and Submission of Bids	
ITB 4	<i>Qualification requirements:</i> 1. Bidders must be Manufacturer / Importer/Distributor /Wholesaler/Retailer or authorized agent of aforesaid entity having minimum of Three (03) years of experience; 2. Authorized agent should be in possession of a valid Authorization Certificate from of aforesaid entity. 3. Financial Annual Turnover amounting to Rs3.00 Million of last three years (attach bank statement). 4. Valid Registration with tax authorities NTN, FBR, SRB etc. is required (attach copies of relevant certificate
ITB 5	Amount of bid security. 3 % of Bid
ITB 6	Bid validity period. 90 days
ITB 7	Number of copies. One original
ITB 8	Deadline for bid submission. 20.03.2018 up to 03.00 pm
ITB 9	Date of opening. 21.03.2018 at 03.00 pm
ITB 10	Bid Opening In case of Holiday/non responsiveness /emergency: 22.03.2018 at 3.00 pm
ITB 11	Bid Evaluation: Lowest evaluated bid
ITB 12	Performance security: 05% of the contract price
ITB 13	Bidding method: Single Stage One envelope procedure.
Additional requirements	1. Complete set of necessary literature (catalogues/ brochures). 2. Complete specifications: make, model, origin, and full technical information, as per pro-forma given; 3. Warranty for a maximum possible period not less than 1yearsand free of cost after sale service during the period of Warranty that will include: repair, replacement and maintenance of parts &travel to site. Running hours of warranty period are also required; 4. Recommend running hours of the Electric Water Coolers for routine service; 5. Affidavit on non-judicial stamp paper that: a. The bidder is not blacklisted by any government or semi government organization; and b. The machine quoted is new in all respects and there is no 2nd hand/low quality material or part/accessory in it.

Part-IV
Instruction to Bidders
Preparation of Bids

- 1. Scope** 1.1 Office of the Senior Superintendent Central Prison Khairpur Intends to procure 30 Nos. Electric Water Coolers at Central Prison Khairpur.
- 2. Language of Bid** 2.1 the bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency, shall be written in the English language
- 3. Documents Comprising the Bid** 3.1 the bid prepared by the Bidder shall comprise the following components:
- (a) Price Schedule completed in accordance with ITB Clauses Above.
 - (b) bid security furnished in accordance with ITB Clause above.
- 4. Bid Prices** 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 4.2 the prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.
- 4.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
- 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 5. Bid Form** 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices
- 6. Bid Currencies** 6.1 **Prices Shall be** quoted in Pak Rupees.
- 7. Documents Establishing Bidder's Eligibility and Qualification** 7.1 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.
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer/Importer/Distributor/Wholesaler/Retailer in the Islamic Republic of Pakistan;
 - (b) That the Bidder has the financial, technical, and production Capability necessary to perform the contract;
 - (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents** 8.1 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) the Bidder shall note that standards for workmanship,

material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

9. Bid Security

9.1 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the Currency of the bid:

- (a) at the Bidder's option, be in the form of either demand Draft/call deposit or an unconditional bank guarantee from a reputable Bank ;
- (b) be submitted in its original form; copies will not be accepted;
- (c) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity

9.2 bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the Validity period has expired.

9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.

9.4 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance or
 - (ii) to furnish performance security

10. Period of Validity of Bids

10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.

10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

11. Format and

11.1 The Bidder shall prepare an original and the number of copies **Signing of Bid** of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

11.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Submission of Bids

12. Sealing and Marking of Bids

12.1 The Bidder shall seal the original Bid. The envelope shall be addressed to the Procuring agency at the address given in the BDS.

13. Deadline for Submission of Bids

13.1 Bids must be received by the Procuring agency at the address specified in BDS, not later than the time and date specified in the Bid Data Sheet.

13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents. In such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. Late Bids

14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency shall be rejected and returned unopened to the Bidder.

15. Modification and Withdrawal of Bids

15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

15.2 No bid may be modified after the deadline for submission of bids.

15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of bid security.

Opening and Evaluation of Bids

16. Opening of Bids by the Procuring agency

16.1 The Procuring agency shall open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.

16.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.

17. Clarification of Bids

17.1 During evaluation of the bids, the 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 prices or substance of the bid shall be sought, offered, or permitted.

18. Preliminary Examination

18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the 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

the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.

18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

19. Evaluation and Comparison of Bids

19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.

19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.

20. Contacting the Procuring agency

20.1 No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

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

Award of Contract

21. Post-qualification

21.1 In the absence of prequalification, the Procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 7 as well as such other information as the Procuring agency deems necessary and appropriate.

21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

22. Award Criteria

22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

23. Procuring agency's Right to Accept any

23.1 Subject to relevant provisions of SPP Rules 2010, 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

**Bid and to
Bid and to
Reject any or
All Bids**

contract award.

23.2. Pursuant to Rule 45 of SPP Rules 2010, Procuring agency shall host the evaluation report on Authority's website, and intimate to all the bidders three days prior to notify the award of contract.

**24. Notification of
Award**

24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.

24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause above, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

**25. Signing of
Contract**

25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

**26. Performance
Security**

26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

**27. Corrupt or
Fraudulent
Practices**

27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Office of Senior Superintendent Central Prison Khairpur, in accordance with the SPP Act, 2009 and Rules made there under:

(a) "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;

(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;

(b) "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.

Part-V

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1 (g)—The Procuring Agency is: Office of the Senior Superintendent Central Prison Khairpur.

2. Performance Security (GCC Clause 4)

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 05%

3. Inspections and Tests (GCC Clause 5)

Representative of Procuring Agency or his nominee shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

4. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 15 days after signing the contract and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty or guarantee certificate;

7. Warranty (GCC Clause 12)

The equipment shall bear Standard warranty / guarantee (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty/guarantee, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty / guarantee period in accordance with terms embodied in Appendix-A hereto

8. Payment (GCC Clause 13)

Hundred percent (100%) of the Contract Price shall be paid upon delivery, and satisfactory installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance certificates duly signed by authorized Representative/nominee of the Senior Superintendent of Prison Khairpur.

9. Liquidated Damages (GCC Clause 18)

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

10. Resolution of Disputes (GCC Clause 21)

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPPR 2010.

11. Applicable Law (GCC Clause 23)

GCC 29.1 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

art
SCHEDULE OF REQUIREMENTS

The delivery schedule hereinafter expressed the date of delivery required.

S.No	Item	Qty.	Measur ement	Unit Rate	Total Amount
01	Supply, installation & commissioning of 30 Nos. Electric Water Coolers having tank capacity of 45 gallon, imported compressor, Stainless steel body, rust proof, 18 gauge water tank, CFC free gas usage, Energy efficient, Super Asia WCS-45 Gallon or equivalent;	30			
	Total Amount for Whole Scope in words and figures)				

Part-VII

SAMPLE FORMS

Form-I

Letter of Acceptance

Date: _____

To:
[Procuring Agency]

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (05) percent of the Contract Price/ Pay order for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 2018

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

Name of Bidder _____, IFB Number _____ Page of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit Price	Total	Remarks (if any)

Signature of Bidder _____

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices should include the price of incidental services. No separate payment shall be made for the incidental service.

Experience Detail

S.No	Assignment Description	Name /Contract Details of Client	Cost	Start Date	End Date	Remarks

Contract Form

THIS AGREEMENT made the _____ day of _____ 20 _____ between Senior Superintendent Central Prison Khairpur (hereinafter called "the Procuring agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., supply and installation of 30 Nos Electric Water Coolers and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated 2018 to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

PART-VIII

TECHNICAL DATA SHEET (ELECTRIC WATER)

1. Make & Origin of Compressor

2. Make & Size (core & gauge) of Electric Water Coolers

3. Warranty R/hrs

4. R/hrs of Top Overhauling

5. R/hrs of Major Overhauling

6. Recommended maximum/allowed continuous running hours

NAME, SIGNATURE AND STAMP OF THE BIDDER

ANNUAL PROCUREMENT PLAN

(WORKS, GOODS & SERVICES)

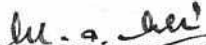
FINANCIAL YEAR 2017-18

S. #	Description of Procurement	Estimated Unit Cost (where applicable)	Estimated total cost	Funds Allocated	Source of Funds (ADP / Non ADP)	Proposed Procurement Method	Timing of Procurements			
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
1	Supply and Installation of 30 Nos Electric Water Coolers at Central Prison Khairpur.		10,80000/-	10,80000/-	Provision of Non ADP Fund in financial year 2017-18	Single Stage one Envelope Procedure	N/A	N/A	✓	✓


SENIOR SUPERINTENDENT
CENTRAL PRISON KHAIRPUR

BID VALIDITY PERIOD

Subject matter shall be governed under Rule 38 of SPP Rules 2010 amended up to date.


SENIOR SUPERINTENDANT
CENTRAL PRISON KHAIRPUR

EXTENSION OF BID SUBMISSION PERIOD

Subject mentioned matter shall be governed under Rule 22
of SPP Rules 2010 amended up to date.

U. A. Khan
SENIOR SUPERINTENDANT
CENTRAL PRISON KHAIRPUR