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No. 8/209/21-22-Admin

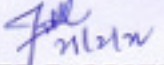
SECRETARIAT
PROVINCIAL OMBUDSMAN (MOHTASIB)
SINDH
Shahrah-e-Kamal Atatürk, Opp Sindh Secretariat, Karachi.

Karachi, dated the 21-02-2022

✓ Mr. Zeeshan Ovaisi,
Senior Computer Operator,
Secretariat Provincial Ombudsman (Mohtasib) Sindh,
Karachi.

Subject: UPLOADING TENDER NOTICE & BIDDING DOCUMENTS OF
HARDWARE ASSETS AND MACHINERY & EQUIPMENTS FOR
THE FINANCIAL YEAR-2021-22.

You are directed to upload the Tender Notice and Bidding Documents of Hardware Assets and Machinery & Equipments (copies are enclosed) for the financial year-2021-22 in the SPPRA Website and as well as website of this Secretariat.


(SYED FARRUKH HABIB)
DIRECTOR GENERAL-I/CHAIRMAN
PROCUREMENT COMMITTEE

Copy to:

1. P.S. to Hon'ble Ombudsman.
2. P.S. to Secretary.
3. P.S. to Director General-I/Chairman, Procurement Committee.

PART-I



No. 8/209/21-22-Admin

**SECRETARIAT
PROVINCIAL OMBUDSMAN (MOHTASIB)
SINDH**

Shahrah-e-Kamal Atatürk, Opp Sindh Secretariat, Karachi.

Karachi, dated the 21-02-2022

NOTICE INVITING TENDER

Secretariat Provincial Ombudsman (Mohtasib) Sindh, Karachi invites sealed bids from eligible bidders for procurement of the following items:

Sr. No.	Description of items/Scheme	Date of Issuance of Bidding Documents	Submissions of bids	Opening of bids	Tender Fee
01.	Hardware Assets	24-02-2022 to 15-03-2022	15-03-2022 @ 1:30 p.m.	15-03-2022 @ 02:00 p.m.	Rs.500/- (not refundable)
02.	Machinery & Equipments	24-02-2022 to 15-03-2022	15-03-2022 @ 02:00 p.m.	15-03-2022 @ 02:30 p.m.	Rs.500/- (not refundable)

Eligibility Criteria: (Rule-46 of SPP Rules-2010 (Amended-2019) and (Updated))

- i. Bidders must be registered with relevant tax authorities.
- ii. Bidders must have relevant experience of three years.
- iii. Bidders must have at least three years Annual Financial Turnover amounting to Rs.1.00 Million

Note: Detail Evaluation criteria & eligibility is provided in Bidding Documents.

1. **Method of Procurement:** "National Competitive Bidding". (Rule-15(b) of SPP Rules-2010 (Amended-2019) and (Updated))
2. **Bidding Procedure:** "Single Stage two Envelope" (as per Rule-46(2) & 47(2) of SPP Rules-2010 (Amended-2019) and (Updated)).
3. **Highest Ranked Bid** shall be calculated on the basis of "Least cost" after fulfillment of eligibility criteria as provided in the Bidding Documents (as per Rule-2(x) of SPP Rules-2010 (Amended-2019) and (Updated)).
4. **Place of Issuance of Bidding Documents:** (Rule-17 of SPP Rules-2010 (Amended-2019) (Updated) the bidding documents can be obtained from;
 - a. Accounts Section of Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi,
 - b. May be downloaded from the SPPRA website www.pprns.pprasinidh.gov.pak
 - c. Original receipt (in case of cash) or pay order not refundable) of Rs.500/- (in case of downloading) be attached with bidding documents. The same will be deposited in Government Treasury.
5. **Schedule of Issuance of Bidding Documents:** (Rule-17 of SPP Rules-2010 (Amended-2019) (Updated) as per above mentioned schedule during office hours, for both the separate bid i.e. Hardware assets and Machinery & Equipment.

6. **Bid Security:** (Rule-37 of SPP Rules-2010 (Amended-2019) & (Updated) (03%) percent in shape Pay Order/Call on deposit/Bank Draft in favour of D.D.O. Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi.
7. **Submission of Bids:** (Rule-24 of SPP Rules-2010 (Amended-2019) and (Updated) Sealed Bids alongwith required documents and bid security can be submitted as per above mentioned schedule. Bidders who have obtained Bidding Documents from SPPRA Website shall submit bid alongwith Bid Fee of Pay Order as mentioned above in the Bidding Box available in the Office of Director General-I/Chairman, Procurement Committee.
8. **Opening of Bids:** Rule-41 of SPP Rules-2010 (Amended-2019) and (Updated).
 - a. The bids shall be opened as per above mentioned schedule in presence of procurement committee and bidders or their representative, who choose to attend, at the address given below. In case of unforeseen circumstances or declaration of holiday on the date of opening of bids the same shall be submitted and opened on the next working day on same schedule.
9. Bid submitted late due to any reason whatsoever shall not be considered.
10. Secretariat Provincial Ombudsman (Mohtasib) Sindh, Karachi reserves the right to increase or decrease the quantity of goods.
11. The Procuring Agency (Secretariat Provincial Ombudsman (Mohtasib) Sindh, Karachi) may reject all or any bid subject to the relevant provision of SPP Rules-2010 (Amended-2019) and (Updated).

Address:

Conference Room of Secretariat Provincial Ombudsman
(Mohtasib) Sindh, Karachi, Shahrah-e-Kamal Ataturk,
Opp. Sindh Secretariat, Karachi.
Phone .Nos.9211028 & 9211031

**DIRECTOR GENERAL-I/CHAIRMAN
PROCUREMENT COMMITTEE**

RS.500/-

SECRETARIAT PROVINCIAL OMBUDSMAN (MOHTASIB) SINDH



TENDER NO. 8/209/2021-22/Admn

BIDDING DOCUMENTS

Procurements for Hardware Assets-
2021-22

Issued to: M/s. _____

Issued on _____



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Part-II
INSTRUCTION TO BIDDERS

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| I. | Source of Funds | | Recurring Budget of Secretariat Provincial Ombudsman (Mohtasib), Sindh at Sharah-e-Kamal Ataturk, Karachi, the eligible payment under the contract is to be made from this approved project. |
| II. | Eligible Bidders | II.a | This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules-2010 (Updated) and its Bidding Documents except as provided hereinafter. |
| | | II.b | Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting service for the preparation of the design, specification, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. |
| | | II.c | Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh. |
| | | II.d | Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization. |
| III. | Eligible Good and services | III.a | The origin of all the goods & related services to be supplied under the contract should be mentioned. |
| | | III.b | Origin means the place where the Goods are mint, grown or produce or the place from which the related service are supplied. |
| | | III.c | The origin of Goods and service is distinct from the nationality of bidders. |
| IV. | Cost of Bidding | | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |



B The Bidding Documents

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| V. | Content of Bidding | V.a | <p>The bidding document include:</p> <ul style="list-style-type: none"> a) Instruction of Bidders (ITB) b) Bid Data Sheet c) General Condition of Contract (GCC) d) Special Condition of Contract (SCC) e) Schedule of Requirements f) Technical Specification g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form/Contents of Agreement j) Performance Security Form k) Manufacturer's Authorization Form. l) Integrity Pact |
| C | | V.b | <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> |
| VI. | Clarification of Bidding Documents | | <p>An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.</p> |
| VII. | Amendment of Bidding Documents | VII.a | <p>At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.</p> |
| | | VII.b | <p>All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.</p> |
| | | VII.c | <p>In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the</p> |

Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C Preparation of Bids

1. Scope/Method Of Procurement
The Secretariat Provincial Ombudsman (Mohtasib), Sindh, invites the bids for "Procurement of Hardware Assets" for Headquarter, at Karachi, through **National Competitive Bidding- Single Stage Two Envelop Procedure as per Rule-46(2) of SPP Rules-2010 (updated)**.
2. Language of Bid
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
3. Documents Comprising the Bid
The bid prepared by the Bidder shall comprise the following components:
 - a) Price Schedule completed in accordance with ITB Clauses 4,5 & 6.
 - b) Bid security furnished in accordance with ITB Clause-9.
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 of 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.
5. Bid Form
The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
6. Bid Currencies
Prices shall be quoted in Pak Rupees.
7. Bidder's Eligibility
As defined in Bid Data Sheet.



8. Documents Establishing Good's Eligibility and Conformity to Bidding Documents
- The documents 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 detailed description of the essential technical and performance characteristics of the goods;
 - 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 Specification 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 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 (in the amount specified in the bid data sheet and SCC) 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.
- The bid security shall be deposited in the form of Pay Order or Demand Draft, in favour of D.D.O Secretariat Provincial Ombudsman (Mohtasib), Sindh, valid for a period of 28 days beyond the Bid Validity date.
 - Bid Security be submitted in its original form: copies will not be accepted;
- 9.2 Bid security shall be release 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 if a Bidder withdraws its bid during the period of bid validity or in case of a successful Bidder, if the bidder fails:
- to sign the contract in accordance or
 - to furnish performance security.



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| 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 extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable 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 Signing of Bid | 11.1 | The Bidder shall prepare an original bid indicated in the Bid Data Sheet. |
| | 11.2 | The original bid shall be signed by the Bidder or a person or persons duly authorized to behind the Bidder to the contract. |
| | 11.3 | Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. |

D Submission of Bids

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| 12. Sealing and Marking of bids | 12.1 | Sealed tenders should be addressed to Director General-I, Secretariat Provincial Ombudsman (Mohtasib) Sindh, Shahrah-e-Kamal Attaturk, Opposite Sindh Secretariat by clearly marking on the top of the Envelop "TENDER for procurement of Hardware Assets , 2021-22". |
| | 12.2 | If the envelop is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening. |
| 13. Deadline for Submission of Bids | 13.1 | Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in 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. |
| 14. Late Bids | | 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. |



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| 14.a Modification and Withdrawal of Bids | 14.1 | 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. |
| | 14.2 | No bid may be modified after the deadline for the submission of bids |
| | 14.3 | No bids 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 the Bidder's forfeiture of its bid security. |

E. Opening and Evaluation of Bids

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| 15. Opening of Bids By the Procuring Agency | 15.1 | The Procuring agency shall open all bids in the presence of bidder's representative who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders, representative who are present shall sign a register/attendance sheet evidencing their attendance. |
| | 15.2 | The bidder's names, bid prices, 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. |
| 16. Clarification of Bids | | 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. |
| 17. Preliminary Examination | 17.1 | 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. |
| | 17.2 | Arithmetical errors will be rectified on the following basis. If there is 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. |
| | 17.3 | Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which |

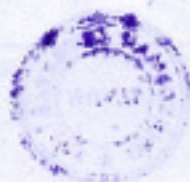


conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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| | 17.4 | 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. |
| 18. Evaluation and Comparison of Bids | 18.1 | The procuring agency will evaluate and compare the bids which have been determined to be substantially responsive. |
| | 18.2 | The Procuring agency's evaluation of 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. |
| 19. Contacting the Procuring agency | 19.1 | No Bidder shall contact the Procuring agency on any matter relating to its bids, from the time of 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. |
| | 19.2 | Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid. |

AWARD OF CONTRACT

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| 20. Post Qualification | 20.1 | In the absence of prequalification, the Procuring Agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily. |
| | 20.2 | 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 qualification submitted by the Bidder, pursuant to ITB Clause-7 as well as such other information as the Procuring agency deems necessary and appropriate. |
| | 20.3 | 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 evaluation bid to perform satisfactorily. |



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| 21. Award Criteria | 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 most advantageous bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. |
| 22. Procuring Agency's Right to vary quantity at the time of award | The Procuring Agency reserves the right to increase/decrease the quantity of the required items and/or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder. |
| 23. Procuring agency's Right to Accept any Bid and to Reject any or all Bids | <p>23.1 Subject to relevant provisions SPP Rules 2010 (updated), 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 contract award.</p> <p>23.2 Pursuant to Rule 45 of SPP Rules 2010 (updated), Procuring agencies shall announce the result of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of the Authority and that of the procuring agency if its website exists and intimated to all the bidders at least three (03) working days prior to the award of contract.</p> |
| 24. Notification of Award | <p>24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing that it bid has been accepted.</p> <p>24.2 Upon the successful Bidder's furnishing of the Performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.</p> |
| 25. Signing of contract | <p>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 Acceptance Letter, Contract Form, Contents of Agreement & Integrity Pact provided in the bidding documents, incorporating all agreements between the parties.</p> <p>25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Acceptance Letter and Contract Form / Contents of Agreement, the successful Bidder shall type the said contents for Agreement, (on stamp paper of Rs.100/-) & Integrity Pact, make signature with date and affix the official stamp then pay the stamp duty to concerned authority and</p> |

deposit/provide the same to the Procuring agency.

26. Performance Security 26.1 Within (14) days, or any other period specified in BDS, of the receipt of Acceptance Letter from the Procuring agency, the Successful Bidder shall furnish 10% performance security of Contract Price, in the form of Pay Order or Demand Draft or Bank Guarantee issued by scheduled bank in Pakistan, 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.

- Y 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 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 practice 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, the SPPRA, in accordance with the SPP Act-2009 and Rules made there under:

"Corrupt and Fraudulent Practices"

Means either one or any combination of the practice 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 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.

Part-III
General Conditions of Contract

1. Definitions**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 Contract for 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 Services" 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 the Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Project Site," means where applicable the place or Places named in SCC.
- (j) "SPP Rules 2010" the Sindh Public Procurement Rules- 2010 (updated)
- (k) "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 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 and Agreement
- 4.1 Within (14) days or any other duration as specified in SCC, of receipt of Acceptance Letter, the Successful Bidder shall furnish to the Procuring Agency, the 10% Performance Security in the amount specified in SCC and execute written Agreement/Contract on stamp paper of Rs.100/- duly paid the stamp duty to concerned government authority with them and also execute Integrity Pact with Procuring Agency.
- 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 pay order or demand draft or an unconditional bank guarantee, in favour of DDO, Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi.
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless specified otherwise in SCC.
5. Warranty
- 5.1 Supplier shall provide the Warranty of Goods where they supplied the Goods.
- 5.2 The Suppliers warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design 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's 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.

5.3 This warranty/ maintenance period shall remain valid for 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.

5.4 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, 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 suppliers under the contract.

6. Inspections and Tests

6.1 a) The Procuring Agency shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency, in the presence of Supplier or their representative.

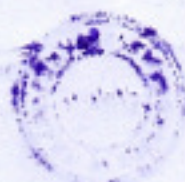
b) The Supplier or their representatives must be present at the time of inspection of their supplied Goods, so that they may be got inspected the same.

c) The Procuring Agency shall inform to the Supplier, in writing that they may make ensure that they or their representatives must be present at the time of inspection.

6.2 (a) The inspections shall be conducted at point of delivery, and/or at the Goods' final destination i.e Secretariat, Provincial Ombudsman (Mohtasib), Sindh at Karachi.

(b) The Departmental Inspection Committee of Secretariat Provincial Ombudsman (Mohtasib) Sindh (Headquarter) shall inspect the delivered Goods from the Supplier, in the presence of Supplier or their Representatives. And after their satisfaction (that the delivered Goods are in accordance with the specifications given in the bid document) they will sign the Inspection Report, which is needed to be sent along with Invoice, GST invoice and sanction order to A.G Sindh, Karachi for clearing the bill.

6.3 In case, any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specifications requirements free of cost to the Procuring Agency.



6.4 The Procuring Agency's right to inspect, tests and, where necessary, rejects the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.

6.5 Nothing in GCC Clause 6, shall in any way release the supplier from any warranty or other obligations under this Contract.

7.Packing

The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during 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.

8.Delivery and Documents

8.1 (a) Delivery of Goods shall be made by the Successful bidder (the supplier) in accordance with the terms specified in the Schedule of Requirements.

(b) After receiving of 10% performance guarantee and filled Performa of Agreement on Stamp Paper of 100/- (duly paid by the stamp duty to concerned Govt., Authority) and duly filled proforma of Integrity Pact to Secretariat Provincial Ombudsman (Mohtasib), Sindh, at Karachi from Successful bidder, the said Secretariat shall execute the Agreement & Integrity Pact with them (Successful bidder) and then after they shall issue the Award of Contract/Supply Order for delivery of Goods.

c) In response of Award of Contract, the delivery of the Goods, in good condition, shall be made by the Supplier to specified place of destination of Procuring agency i.e. Secretariat Provincial Ombudsman (Mohtasib), Sindh (Headquarter) at Sharah-e-Kamal Ataturk, Opposite Sindh Secretariat, Karachi, in accordance of terms specified in the Schedule of Requirements.

8.2 Documents to be submitted by the Supplier are specified.

9.Insurance

No need Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.

10.Transportation

The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's Province, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in

the Contract Price.

11. Incidental Services 11.1 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-site assembly and/or start-up of the supplied Goods;

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

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

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

12. Spare Parts 12.1 The Supplier should provide any or all of the notification and information pertaining to spare parts manufactured or distributed by the Supplier:

such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

a) in the event of termination of production of the spare parts:

i. advance notifications to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements and

ii. following such termination, furnishing at no cost to Procuring agency, drawing and specifications of the spare parts, if requested.

13. Payment 13.1 The method and conditions of payment to be made to the Supplier under this Contract is specified in SCC.

13.2 (a) The Successful bidder must deposit the Stamp duty as per Government Rule, before execution of supply of Goods.

(b) When supplied Goods found new and as per specifications



mentioned in the Bid Documents, after due inspection, the Supplier shall submit the Warranty, an invoice with GST invoice (describing, as appropriate, the Goods delivered) and other required document to Secretariat Provincial Ombudsman (Mohtasib), Sindh at Karachi for payment from Accountant General Sindh, Karachi.

13.3 (a) Payment shall be made by Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi to the Supplier subject to fulfillment of all the requirements/codal formalities, in all respect, in accordance with SPP Rules-(updated).

(b) Payment shall be made as soon as possible by Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi, after fulfillment of all codal formalities, subject to clearing the bills from A.G Sindh.

13.4 The Currency of Payment is Pak. Rupees.

13.5 The Successful bidder shall deposit the stamp duty, in accordance with Government Rule to the concerned Authority, before execution of Agreement with Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi, on Stamp paper of Rs.100/- (duly stamp paid) as per contents in the Proforma.

13.6 If the supply of Goods is not according to the specifications as per Bid/Tender Documents or unsatisfactory, the contract will be rejected and cancelled at the risk and cost of firm.

13.7 If the Supplier fails to execute the contract/supply order as per conditions, action will be taken against them which may be their black listing and bid security / performance security Deposit will be forfeited.

13.8 In case of late delivery @0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.

14.Prices

Prices charged by the supplier for Goods delivered and Services performed under the contract shall not vary from 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 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 time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 16.2 If at any time during performance of the Contract, the Supplier should encounter conditions obstructing timely delivery of the Goods and performance of 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 amendment of Contract.
- 16.3 Expect as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 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 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(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 GCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in GCC. 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 period(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.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of a facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

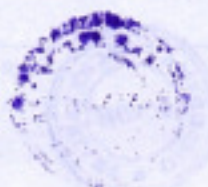
- 18.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC 18.1, the Procuring agency may procure upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

19. Force Majeure 19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not to 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 reasonable alternative means for performance not prevented by the Force Majeure events.

20.Termination for Insolvency	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
21.Termination for Convenience	The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
22.Resolution of Disputes	Resolution of dispute shall be through Mechanism of Redressal of Grievances as provided in the SPP Rules 2010 (updated) or through Arbitration Act-1942
23.Governing Languages	The Contract shall be written in English language all correspondence other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
24.Applicable Law	The Contract shall be interpreted in accordance with the SPP Rules 2010 (updated).
25.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
26.Overriding effect of Sindh Public Procurement Rules -2010 (updated)	In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (updated) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.



Part-IV
Bid Data Sheet

The following specific data for "Procurement of Hardware Assets" to be procured shall complement, supplement, or amend the provisions in the Instruction 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: Secretariat Provincial Ombudsman(Mohtasib),Sindh, Karachi (Headquarter),Opposite Sindh Secretariat ,Shahrah-e-Kamal Ataturk, Karachi Tel # 99211025, 99211028 and 99211031 - Fax 99211051,99211091 and 99211262
	Name of Contract: "Procurement of Hardware Assets ,2021-22"
Bid Price and Currency	
ITB 4	For Prices quoted by the bidder shall be "fixed" and in "Pak Rupee"
Preparation and submission of Bids	
ITB 7	<p><u>Eligibility/Qualification Criteria</u></p> <ol style="list-style-type: none"> Bidder should be a Pakistani entity. Having local presence in Sindh Province. Firm comply with specification mentioned in bidding documents. Bid should be accompanied with client list. Bidder should strictly compliant with technical specifications; no optional item will be accepted. Technical Evaluation will be made on the basis of technical specifications of Goods. The bidder must have at least 3 years of experience in the relevant field. Attach copy of last year's Supply Orders. Income Tax Certificate (NTN). GST Registration certificate Bidder must have Annual Financial Turn Over amounting to Rs.1.00 million of at least last 03 years (attach copy of bank statement). Affidavit that bidder/firm is not blacklisted in any Government/Autonomous Organization. Profile of company mentioning therein list registration year, postal/website address, telephone and Fax No. etc. Bidders must be a direct authorized dealer/agent of the manufacturer of required items with minimum of 03 years' experience in manufacturing or supplies; as applicable Note: separate bids of relevant items i.e. (a) Computers (b) License Windows 10 64 bit + MS-Office 2019 (c) Printers and (d) UPS shall be quoted by the bidder. Items wise bid will be calculated for bid security.
ITB 9	Amount of Bid Security 3% of Bid Value



ITB 10	Bid Validity Period 90 days
ITB 11	Number of Copies One original
ITB 13	Deadlines for Bid Submission 15-03-2022 at 1:30 p.m.
SCC 16	Opening of Bid 15-03-2022 at 02:00 p.m.
ITB 1	Method of Procurement "National Competitive Bidding-Single Stage Two Envelope Procedure"
SCC 3	Bid Evaluation: Most Advantageous Bids as per Rule-2(x) of SPP Rules-2010 (updated)
ITB 26	Performance Security 10% of the Contract Price
	<p>Other: -</p> <ul style="list-style-type: none"> i. In case of any unforeseen situation or government holiday resulting in course of office on the date of opening. Bid shall be submitted/ opened on next working day at the given time ii. Secretariat Provincial Ombudsman (Mohtasib) Sindh, may reject all or any bid subject to relevant provision of SPP Rules (updated) and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of SPP Rules-2010(updated). iii. Incomplete, conditional and tender without bid security in the specified form/format shall be rejected.



Part-V**Special Conditions of Contract**

The following Special conditions of Contract shall supplement the General Conditions of Contract. Whenever there is 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. Definition (GCC Clause 1)

GCC 1 (g)-The Procuring Agency is: Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi.

2. Performance Security (GCC Clause 4)

The amount of performance security, as a percentage of the Contract Price, shall be 10% which shall be deposited by successful bidder to Secretariat Provincial Ombudsman (Mohtasib), Sindh, alongwith Agreement on Stamp paper of Rs.100/-duly paid stamp duty and Integrity Pact in response of Acceptance letter.

3. Evaluation (SPP Rule-2(X))

Highest Ranked Bid shall be calculated on the basis of "Least Cost" after fulfillment of eligibility criteria as provided in the Bidding Documents (SPP Rule-2010-2(x))

4. Inspections and Tests (GCC Clause 6)

The Departmental Inspection Committee of Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi shall inspect the delivered Goods from the Supplier, in the presence of Supplier or their Representatives. And after their satisfaction (that the delivered Goods are in accordance with the specifications given in the bid document) they will sign the Inspection Report, which is needed to be sent along with Invoice, GST invoice and sanction order to Accountant General Sindh Office for clearing the bill.

5. Delivery and Documents (GCC Clause 8)

GCC-10 -In response of Award of Contract/Supply Order the Supplier shall supply and install the goods (free of cost) to Secretariat Province Ombudsman(Mohtasib), Sindh, Karachi, as mentioned address in SCC, within 30 Days along with following documents: -

- (i) Supplier's Delivery Challan showing Goods descriptions as per Tender Documents& quantity.



- (ii) Supplier's Invoice (showing Goods descriptions as per Tender Documents, quantity, unit price and total amount)
- (iii) GST Invoice
- (iv) Packing List Identifying the contents of Supply.
- (v) Warranty Card/Certificate.

6. Warranty (GCC Clause 5)

(i) The Office equipment shall bear Standard Warranty (with free parts & labor) from the date of installation/acceptance. Supplier (Successful bidder) shall be bound to provide Standard Warranty of their supplied Goods.

(ii) In case of any material/manufacturing defects in the supplied Goods by the Supplier, they will replace the same by new one immediately or remove the defects urgently free of costs within warranty period.

(ii) Supplier shall provide the warranty at Secretariat Provincial Ombudsman (Mohtasib), Sindh Karachi. No extra charges are allowed.

7. Payment (GCC Clause 13)

(i) Payment of the supplied Goods shall be made to the Supplier by Secretariat Provincial Ombudsman (Mohtasib) Sindh, Karachi, subject to satisfactory inspection of their supplied Goods by Departmental Inspection Committee and after fulfillment of codal formalities (in all respect), in accordance with SPP Rules-2010 (updated), subject to clearing the bills from A.G.Sindh..

(ii) Successful bidder shall be responsible for all Govt. taxes including stamp duty.

8. Liquidated Damages (GCC Clause 17)

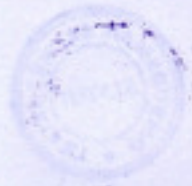
If the supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract deduct from the contract price, as liquidated damages, a sum equivalent to 0.1 percent of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

9. Resolution of Disputes (GCC Clause 22)

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 SPP Rules 2010 (Updated).

10. Demonstration

The bidder shall demonstrate/display their quoted goods, if procuring agency desire.



11. Brochure

The bidder should submit the Brochure /Picture of their quoted goods if necessary.

12. Purchase Receipt

The bidder shall attach the original Receipt for purchase of Bid Documents with their bid. In case of downloading of Bid Documents the bidder shall attach the Pay Order of Rs.500/- (Non refundable) with their bid.

13. Disqualification

As per Rule-30 of SPP Rules-2010(updated) Procuring agency shall disqualify a Supplier whether already prequalified or not if it finds at any time, that the information by him concerning his qualification and professional, technical financial, legal or managerial competence as supplier, consultant or contractor was false and materially inaccurate or incomplete: or

(2) At any stage has indulged in corrupt and fraudulent practices, as defined in these Rules.

14. Blacklisting

Action of Black list may be taken against defaulter bidder(s) as per Rule-35 of SPP Rules-2010(updated).

15. Responsibility of Supplier during Warranty period

- (a) The Supplier will be duty bound to immediately respond the any Complaints, during Warranty period, about any defective goods to replace or rectify the same at once, failing which their Performance Guarantee would be forfeited or they may be black listed.
- (b) The Supplier is duty bound to pay the Visit Charges or any such other charges to the manufacturer to remove the faults of goods during Warranty period.

16. SCHEDULE TO INVITATION TO BIDS.

- 1. Date & Time of Receipt of Bids: 15-03-2022 at 1:30 p.m.
- 2. Date & Time of Opening Bids 15-03-2022 at 02.00 p.m.

17. Integrity Pact.

The successful bidder will execute Integrity Pact with this Secretariat before award of Contract. For this they will submit duly filled proforma of the same alongwith performance guarantee and agreement



18. Applicable Law

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement Law of Sindh

19. Address of Secretariat Provincial Ombudsman(Mohtasib), Sindh, Karachi(Headquarter):

Ombudsman, Sindh Opposite: Sindh Secretariat, Sharah-e-Kamal Ataturk, Karachi.

20. Bidder's Office Address with Phone Numbers

Bidder must mention office address with active PTCL & Mobile numbers.

21. Important Point of Rule-46 (2) Of SPP Rules-2010 (Updated)

- Envelope shall be marked as "Financial Proposal" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
- Initially, only the envelope marked "TECHNICAL PORPOSAL" shall be opened.
- Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
- Financial proposal of technically qualified bids shall be opened publicly at time, date and venue announced and communicated to the bidder in advance.

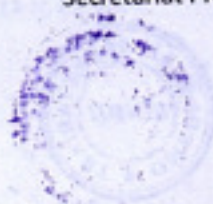
Part-VI

SCHEDULE OF REQUIREMENTS

The delivery schedule hereafter expressed the date of delivery required.

S No.	Items	Quantity	Time of Delivery from date of Award	Location of Supply
1.	Computer	11 Nos.	Delivery within 30 days.	Secretariat Provincial Ombudsman(Mohtasib), Sindh, Karachi, Sharah-e-Kamal Ataturk, Opposite: Sindh Secretariat, Karachi.
2	Printer HP	14 Nos.	_____do_____	_____do_____
3	(a)UPS for Computer 01 KVA	13Nos.	_____do_____	_____do_____
	(b)UPS for Server 03 KVA	01 No.	_____do_____	_____do_____

Note: Specifications of above items are Available in Part-VIII



PART VII**SAMPLES OF FORMS****Letter of Acceptance**

Date _____

To,

Chairman,
Procurement Committee/Director General-I
Secretariat Provincial Ombudsman (Mohtasib), Sindh,
Karachi.

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 goods in conformity with the said bidding documents (specially ITB,GCC&SCC)of Secretariat Provincial (Mohtasib),Sindh may be ascertained.

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 deposit 10% Performance Guarantee, execute agreement and Integrity Pact before supply of Goods, as per ITB-26,GCC-4 & SCC-2 and we will also complete all Govt. codal formalities as prescribed in the documents.

We agree to abide by this Bid, specially 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 Award of Contract, 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 _____ 2022.

(signature)_____
(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____



Form-II

Price Schedule in Pak. Rupees

[illegible]

Signature of Bidder _____

Note In case of discrepancy between unit price and total, the unit price shall prevail.



Form-IV

AFFIDAVIT**(To be submitted by each bidder with bid)**

Mr. _____ S/o _____

Proprietor, M/s _____ do hereby solemnly affirms and declare that neither my above name firm nor its sister concern or any of its partners in whole or individual capacity is blacklisted by any Government/Semi Government or any Autonomous Body under the control of Government.

Deponents _____

CNIC No. _____

Verification

Verified on Oath at _____ on this day _____ that the contents of the above statement are true to the best of my knowledge and belief and nothing of importance has been omitted or concealed.

Deponents _____

CNIC No. _____



Form-V

CERTIFICATE

(To be submitted by each bidder with bid under clause-5 GCC)

It is certified that goods supplied under the contract are new, unused and of the desired models and that all recent improvements in design and materials is/are incorporated in the supplied items.

It is also certified that all the goods supplied under the contract have no defect or any change in the design, materials or workmanship and thoroughly checked prior to its supply to procuring agency.

Signature of successful bidder: _____

Official stamp: _____



Form-VI

Contract Form

(To be submitted by Successful bidder in response of Acceptance Letter to POS, Headquarter)

THIS AGREEMENT made the ____ day of ____ 2022 between Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi. (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:

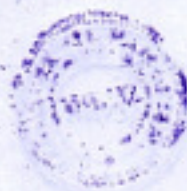
WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz, Procurement of Hardware Assets for 2021-22, Secretariat Provincial Ombudsman (Mohtasib) Sindh, Karachi has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in 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 payment shall be made by Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi, to the Supplier, in consideration of the provision of the goods and services and the remedying of defects therein, subject to satisfactory inspection as per specifications mentioned in the bid documents, under the provisions of the contract and in the manner prescribed by the contract and fulfillment all coda formalities, in accordance with SPP Rules-2010 (Updated).
5. 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)



Form-VII**Performance Security Form**

To:

Director General-I,
Secretariat Provincial Ombudsman (Mohtasib), Sindh,
Karachi.

WHEREAS (name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 2022 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 reputable 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 _____ 2022

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Form-VIII

Manufacturer's Authorization Form

To:

Chairman
Procurement Committee/ Director-General-I
Secretariat Provincial Ombudsman (Mohtasib), Sindh
Karachi.

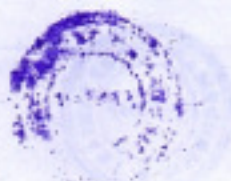
WHEREAS [name of Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

Do hereby authorize [name and address of Agent] to submit a bid, and subsequently sign the Contract with you against NIT No. [Reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause-5 of the General Conditions of Contract for the goods offered for Supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



Form-IX

BID SECURITY FORM

Whereas (name of the bidder) (hereinafter called "the bidder") has submitted its bid dated (date of submission of bid) for the supply of (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by the these presents that we (name of bank) of (name of country), having our registered office at (addresses of bank) (hereinafter called "the bank") are bound unto (name of procuring agency) (hereinafter called "the procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency the bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said bank this _____ day of _____ 2022.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instruction to Bidders;

We undertake to pay the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the bank)



Form-X**Integrity Pact****DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

Name of Supplier/Contractor/Consultant hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, Name of Supplier/Contractor/Consultant represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or standing, any commission, gratification, bribe, finder's fee or kickback, whether described as a consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

Name of Supplier/Contractor/Consultant certifies that it has made and will make full disclosure of all agreements and arrangements with any person in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Name of Supplier/Contractor/Consultant accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, Name of Supplier/Contractor/Consultant agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Name of Supplier/Contractor/Consultant as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]



PART-VIII**PRICE SCHEDULE, SPECIFICATIONS AND QUANTITIES****for Secretariat Provincial Ombudsman(Mohtasib),Sindh, Karachi
(Headquarter)**

Tender No: 8/209/2021-22/Admn.

ITEM CODE No.	Description of Items/specification	Quantity Required	Price in Pak. Rupees in figure & words inclusive all taxes.	
	<u>PART-A</u>		Unit Price	Total Amount
	<u>COMPUTER</u>	11 Nos.	Rs. _____	Rs. _____
	<u>CONFIGURATIONS</u>			
	Make : Dell or Equivalent			
	Model : Dell Optiplex 3080MT or Equivalent			
	Processor : 3.1ghz Intel Core i5-10500 10 th Gen Processor			
	SSD : 250 GB			
	Memory : 16 GB (8 * 8)DDR4 Ram			
	Hard Disk Drive: 1TB Sata HDD			
	Optical Media : DVD Writer			
	Connectivity : Ethernet RJ-45			
	I/O Ports : USB 3.0 or higher, HDMI, VGA(Optional) &Audio			
	LED/Display Screen :Make: Dell or Equivalent Model: Dell E2016HV 20" LCD TN Monitor			
	Size : 20" Twisted Nematic (TN) Panel			
	Display Type : Wide Screen Panel Display			
	Connectivity : VGA			
	Cables : Power, VGA Cable			
	Accessories : Standard Keyboard and Optical Mouse			
	Warranty : Comprehensive Warranty on side 3*3 (3 Years Parts services & Labour).			

	<p align="center"><u>PART-B</u></p> <p><u>OPERATING SYSTEM</u></p> <p>License Windows 10 - 64 bit and MS-Office2019.</p>		Rs. _____	Rs. _____
	<p align="center"><u>PART-C</u></p> <p><u>PRINTER</u></p> <p><u>SPECIFICATIONS</u></p> <p>Make : HP or Equivalent</p> <p>Model : HP Laser jet Pro M404DN Black Printer or Equivalent</p> <p>Function : Print Only</p> <p>Print Speed Black : 40 PPM or higher</p> <p>Duty Cycle (Monthly,A4) : 80,000 pages Or higher</p> <p>Processor Speed : 1200 Mhz</p> <p>Connectivity, Standard : Hi-Speed USB 2.0, Gigabit Ethernet Wireless</p> <p>Memory : 256 MB or higher</p> <p>Compatible Operating System : Windows 7, 10 all 32 & 64 bit Editions, Mac</p> <p>Duplex Printing : Automatic</p> <p>Cables included : USB cable, Power cords</p> <p>Warranty : 1 year or above local warranty</p>	14 Nos.	Rs. _____	Rs. _____
	<p align="center"><u>PART-D</u></p> <p><u>(a) Ups for Computer</u></p> <p>UPS 1 KVA Stabimatic, Green Power or Intex Brand or equivalent</p> <p>Warranty : 1 year or above local warranty</p>	13 Nos.	Rs. _____	Rs. _____



<p><u>(b)UPS for SERVER</u> UPS 3 KVA Green Power Model GX9-3000 (Desktop) or Equivalent</p> <p>Number of Phases : 1 & 2 +PE Nominal Voltage : 220-230-240 V Voltage condition : -40%+25%depending on load Sync Frequency Tracking : 50/60 \pm 5% Voltage Distortion/Regulation:< 1% with linear load Wave Form : Pure Sine Wave Topology : On line Double Conversion Double Conversion Efficiency:95% at 100% Load/95.1 at 60% Load Stable Output Frequency : 50 Hz Battery Brand & Type Dry Battery Display : Hi-Res Graphical LCD Display with touch Botton</p> <p>Warranty : 1 year or above local warranty</p> <p>Note (i) The undertaking must be given by bidder that the accessories of said Computer, Printer & UPS are available in market easily.</p> <p>(i) After expiry of warranty, successful bidder will be duty bound to provide the services/maintenance & accessories on need basis at reasonable prices promptly on bill basis.</p>	01 No.	Rs. _____	Rs. _____
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Signature of Bidder with stamp & date: _____



Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at Secretariat Provincial Ombudsman (Mohtasib), Sindh should include the price of incidental services. No separate payment shall be made for the incidental services



RS.500/-

SECRETARIAT PROVINCIAL OMBUDSMAN (MOHTASIB) SINDH



TENDER NO. 8/209/2021-22/Admn

BIDDING DOCUMENTS

Procurements for Machinery &
Equipments-2021-22

Issued to: M/s. _____

Issued on _____



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PART	DESCRIPTION	PAGE
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Part-II
INSTRUCTION TO BIDDERS

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|------|----------------------------|-------|---|
| I. | Source of Funds | | Recurring Budget of Secretariat Provincial Ombudsman (Mohtasib), Sindh at Sharah-e-Kamal Ataturk, Karachi, the eligible payment under the contract is to be made from this approved project. |
| II. | Eligible Bidders | II.a | This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules-2010 (Updated) and its Bidding Documents except as provided hereinafter. |
| | | II.b | Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting service for the preparation of the design, specification, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. |
| | | II.c | Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh. |
| | | II.d | Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization. |
| III. | Eligible Good and services | III.a | The origin of all the goods & related services to be supplied under the contract should be mentioned. |
| | | III.b | Origin means the place where the Goods are mint, grown or produce or the place from which the related service are supplied. |
| | | III.c | The origin of Goods and service is distinct from the nationality of bidders. |
| IV. | Cost of Bidding | | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |



B The Bidding Documents

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| V. | Content of Bidding | V.a | <p>The bidding document include:</p> <ul style="list-style-type: none"> a) Instruction of Bidders (ITB) b) Bid Data Sheet c) General Condition of Contract (GCC) d) Special Condition of Contract (SCC) e) Schedule of Requirements f) Technical Specification g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form/Contents of Agreement j) Performance Security Form k) Manufacturer's Authorization Form. l) Integrity Pact |
| C | | V.b | <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> |
| VI. | Clarification of Bidding Documents | | <p>An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.</p> |
| VII. | Amendment of Bidding Documents | VII.a | <p>At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.</p> |
| | | VII.b | <p>All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.</p> |
| | | VII.c | <p>In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the</p> |

Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C Preparation of Bids

1. Scope/Method Of Procurement The Secretariat Provincial Ombudsman (Mohtasib), Sindh, invites the bids for "Procurement of Machinery & Equipments" for POS Headquarter, at Karachi, through **National Competitive Bidding- Single Stage two Envelop Procedure as per Rule-46(2) of SPP Rules-2010 (updated).**
2. Language of Bid The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
3. Documents Comprising the Bid The bid prepared by the Bidder shall comprise the following components:
 - a) Price Schedule completed in accordance with ITB Clauses 4,5 & 6.
 - b) Bid security furnished in accordance with ITB Clause-9.
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 of 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.
5. Bid Form The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
6. Bid Currencies Prices shall be quoted in Pak Rupees.
7. Bidder's Eligibility As defined in Bid Data Sheet.



8. Documents Establishing Good's Eligibility and Conformity to Bidding Documents
- The documents 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 detailed description of the essential technical and performance characteristics of the goods;
 - 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 Specification 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 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 (in the amount specified in the bid data sheet and SCC) 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.
- The bid security shall be deposited in the form of Pay Order or Demand Draft, in favour of D.D.O Secretariat Provincial Ombudsman (Mohtasib), Sindh, valid for a period of 28 days beyond the Bid Validity date.
 - Bid Security be submitted in its original form: copies will not be accepted;
- 9.2 Bid security shall be release 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 if a Bidder withdraws its bid during the period of bid validity or in case of a successful Bidder, if the bidder fails:
- to sign the contract in accordance or
 - to furnish performance security.



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| 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 extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable 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. |

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| 11. Format and Signing of Bid | 11.1 | The Bidder shall prepare an original bid indicated in the Bid Data Sheet. |
| | 11.2 | The original bid shall be signed by the Bidder or a person or persons duly authorized to behind the Bidder to the contract. |
| | 11.3 | Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. |

D Submission of Bids

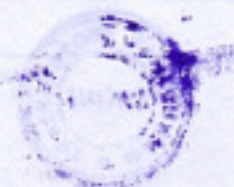
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| 12. Sealing and Marking of bids | 12.1 | Sealed tenders should be addressed to Director General-I, Secretariat Provincial Ombudsman (Mohtasib) Sindh, Shahrah-e-Kamal Attaturk, Opposite Sindh Secretariat by clearly marking on the top of the Envelop "Bid for procurement of Machinery & Equipments , 2021-22". |
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| | 12.2 | If the envelop is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening. |
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| 13. Deadline for Submission of Bids | 13.1 | Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet. |
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| | 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. |
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| 14. Late Bids | | 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. |
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| 14.a Modification and Withdrawal of Bids | 14.1 | 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. |
| | 14.2 | No bid may be modified after the deadline for the submission of bids |
| | 14.3 | No bids 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 the Bidder's forfeiture of its bid security. |

E. Opening and Evaluation of Bids

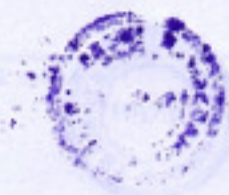
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| 15. Opening of Bids By the Procuring Agency | 15.1 | The Procuring agency shall open all bids in the presence of bidder's representative who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders, representative who are present shall sign a register/attendance sheet evidencing their attendance. |
| | 15.2 | The bidder's names, bid prices, 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. |
| 16. Clarification of Bids | | 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. |
| 17. Preliminary Examination | 17.1 | 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. |
| | 17.2 | Arithmetical errors will be rectified on the following basis. If there is 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. |
| | 17.3 | Prior to the detailed evaluation, the Procuring agency will determine the 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.

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| | 17.4 | 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. |
| 18. Evaluation and Comparison of Bids | 18.1 | The procuring agency will evaluate and compare the bids which have been determined to be substantially responsive. |
| | 18.2 | The Procuring agency's evaluation of 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. |
| 19. Contacting the Procuring agency | 19.1 | No Bidder shall contact the Procuring agency on any matter relating to its bids, from the time of 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. |
| | 19.2 | Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid. |

AWARD OF CONTRACT

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| 20. Post Qualification | 20.1 | In the absence of prequalification, the Procuring Agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily. |
| | 20.2 | 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 qualification submitted by the Bidder, pursuant to ITB Clause-7 as well as such other information as the Procuring agency deems necessary and appropriate. |
| | 20.3 | 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 evaluation bid to perform satisfactorily. |



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| 21. Award Criteria | | 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 <u>most advantageous bid</u> , provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. |
| 22. Procuring Agency's Right to vary quantity at the time of award | | The Procuring Agency reserves the right to increase/decrease the quantity of the required items and/or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder. |
| 23. Procuring agency's Right to Accept any Bid and to Reject any or all Bids | 23.1 | Subject to relevant provisions SPP Rules 2010 (updated), 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 contract award. |
| | 23.2 | Pursuant to Rule 45 of SPP Rules 2010 (updated) , Procuring agencies shall announce the result of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report shall be hoisted on website of the Authority and that of the procuring agency if its website exists and intimated to all the bidders at least three (03) working days prior to 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 it bid has been accepted. |
| | 24.2 | Upon the successful Bidder's furnishing of the Performance security pursuant to ITB Clause 26, 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 Acceptance Letter, Contract Form, Contents of Agreement & Integrity Pact 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 Acceptance Letter and Contract Form / Contents of Agreement, the successful Bidder shall type the said contents for Agreement, (on stamp paper of Rs.100/-) & Integrity Pact, make signature with date and affix the official stamp then pay the stamp duty to concerned authority and |



deposit/provide the same to the Procuring agency.

26. Performance Security 26.1 Within (14) days, or any other period specified in BDS, of the receipt of Acceptance Letter from the Procuring agency, the Successful Bidder shall furnish 10% performance security of Contract Price, in the form of Pay Order or Demand Draft or Bank Guarantee issued by scheduled bank in Pakistan, 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.

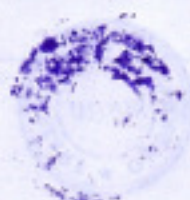
Y 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

27. Corrupt or Fraudulent practice 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, the SPPRA, in accordance with the SPP Act-2009 and Rules made there under:

"Corrupt and Fraudulent Practices"

Means either one or any combination of the practice 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 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;

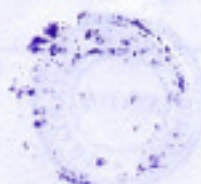
- v. **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material 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.

Part-III
General Conditions of Contract

1. Definitions**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 Contract for 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 Services" 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 the Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Project Site," means where applicable the place or Places named in SCC.
- (j) "SPP Rules 2010" the Sindh Public Procurement Rules-2010 (updated)
- (k) "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 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 and Agreement
- 4.1 Within (14) days or any other duration as specified in SCC, of receipt of Acceptance Letter, the Successful Bidder shall furnish to the Procuring Agency, the 10% Performance Security in the amount specified in SCC and execute written Agreement/Contract on stamp paper of Rs.100/- duly paid the stamp duty to concerned government authority with them and also execute Integrity Pact with Procuring Agency.
- 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 pay order or demand draft or an unconditional bank guarantee, in favour of DDO, Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi.
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless specified otherwise in SCC.
5. Warranty
- 5.1 Supplier shall provide the Warranty of Goods where they supplied the Goods.
- 5.2 The Suppliers warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design 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's 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.

5.3 This warranty/ maintenance period shall remain valid for 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.

5.4 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, 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 suppliers under the contract.

6. Inspections and Tests

6.1 a) The Procuring Agency shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency, in the presence of Supplier or their representative.

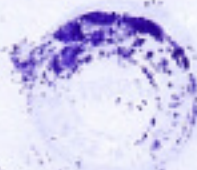
b) The Supplier or their representatives must be present at the time of inspection of their supplied Goods, so that they may be got inspected the same.

c) The Procuring Agency shall inform to the Supplier, in writing that they may make ensure that they or their representatives must be present at the time of inspection.

6.2 (a) The inspections shall be conducted at point of delivery, and/or at the Goods' final destination i.e Secretariat, Provincial Ombudsman (Mohtasib), Sindh at Karachi.

(b) The Departmental Inspection Committee of Secretariat Provincial Ombudsman (Mohtasib) Sindh, Karachi (Headquarter) shall inspect the delivered Goods from the Supplier, in the presence of Supplier or their Representatives. And after their satisfaction (that the delivered Goods are in accordance with the specifications given in the bid document) they will sign the Inspection Report, which is needed to be sent along with Invoice, GST invoice and sanction order to A.G Sindh, Karachi for clearing the bill.

6.3 In case, any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specifications requirements free of cost to the Procuring Agency.



- 6.4 The Procuring Agency's right to inspect, tests and, where necessary, rejects the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- 6.5 Nothing in GCC Clause 6, shall in any way release the supplier from any warranty or other obligations under this Contract.
7. Packing The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during 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.
8. Delivery and Documents
- 8.1 (a) Delivery of Goods shall be made by the Successful bidder (the supplier) in accordance with the terms specified in the Schedule of Requirements.
- (b) After receiving of 10% performance guarantee and filled Proforma of Agreement on Stamp Paper of 100/- (duly paid by the stamp duty to concerned Govt., Authority) and duly filled proforma of Integrity Pact to Secretariat Provincial Ombudsman (Mohtasib), Sindh, at Karachi from Successful bidder, the said Secretariat shall execute the Agreement & Integrity Pact with them (Successful bidder) and then after they shall issue the Award of Contract/Supply Order for delivery of Goods.
- c) In response of Award of Contract, the delivery of the Goods, in good condition, shall be made by the Supplier to specified place of destination of Procuring agency i.e. Secretariat Provincial Ombudsman (Mohtasib), Sindh (Headquarter) at Sharah-e-Kamal Atatürk, Opposite Sindh Secretariat, Karachi, in accordance of terms specified in the Schedule of Requirements.
- 8.2 Documents to be submitted by the Supplier are specified.
9. Insurance No need Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.
10. Transportation The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's Province, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in



the Contract Price.

11. Incidental Services 11.1 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-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

12. Spare Parts 12.1 The Supplier should provide any or all of the notification and information pertaining to spare parts manufactured or distributed by the Supplier:

such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

a) in the event of termination of production of the spare parts:

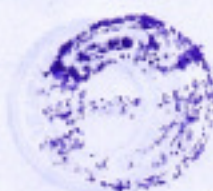
i. advance notifications to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements and

ii. following such termination, furnishing at no cost to Procuring agency, drawing and specifications of the spare parts, if requested.

13. Payment 13.1 The method and conditions of payment to be made to the Supplier under this Contract is specified in SCC.

13.2 (a) The Successful bidder must deposit the Stamp duty as per Government Rule, before execution of supply of Goods.

(b) When supplied Goods found new and as per specifications



mentioned in the Bid Documents, after due inspection, the Supplier shall submit the Warranty, an invoice with GST invoice (describing, as appropriate, the Goods delivered) and other required document to Secretariat Provincial Ombudsman (Mohtasib), Sindh at Karachi for payment from Accountant General Sindh, Karachi.

13.3 (a) Payment shall be made by Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi to the Supplier subject to fulfillment of all the requirements/codal formalities, in all respect, in accordance with SPP Rules-(updated).

(b) Payment shall be made as soon as possible by Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi, after fulfillment of all codal formalities, subject to clearing the bills from A.G Sindh.

13.4 The Currency of Payment is Pak. Rupees.

13.5 The Successful bidder shall deposit the stamp duty, in accordance with Government Rule to the concerned Authority, before execution of Agreement with Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi, on Stamp paper of Rs.100/-(duly stamp paid) as per contents in the Proforma.

13.6 If the supply of Goods is not according to the specifications as per Bid/Tender Documents or unsatisfactory, the contract will be rejected and cancelled at the risk and cost of firm.

13.7 If the Supplier fails to execute the contract/supply order as per conditions, action will be taken against them which may be their black listing and bid security / performance security Deposit will be forfeited.

13.8 In case of late delivery @0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.

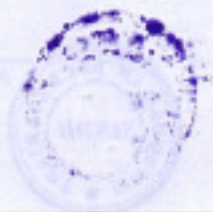
14.Prices

Prices charged by the supplier for Goods delivered and Services performed under the contract shall not vary from 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 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 time schedule prescribed by the Procuring agency in the Schedule of Requirements. |
| | 16.2 | If at any time during performance of the Contract, the Supplier should encounter conditions obstructing timely delivery of the Goods and performance of 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 amendment of Contract. |
| | 16.3 | Expect as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 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 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(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 GCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in GCC. 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 | <p>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:</p> <ul style="list-style-type: none"> (a) If the Supplier fails to deliver any or all of the Goods within period(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.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of a facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

18.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC 18.1, the Procuring agency may procure upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

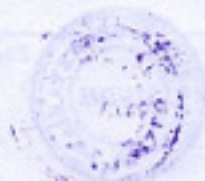
19. Force Majeure 19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not to be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations 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 reasonable alternative means for performance not prevented by the Force Majeure events.



20. Termination for Insolvency
- The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
21. Termination for Convenience
- The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
22. Resolution of Disputes
- Resolution of dispute shall be through Mechanism of Redressal of Grievances as provided in the SPP Rules 2010 (updated) or through Arbitration Act-1942
23. Governing Languages
- The Contract shall be written in English language all correspondence other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
24. Applicable Law
- The Contract shall be interpreted in accordance with the SPP Rules 2010 (updated).
25. 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
26. Overriding effect of Sindh Public Procurement Rules -2010 (updated)
- In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (updated) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.



Part-IV**Bid Data Sheet**

The following specific data for "Procurement of Machinery & Equipments" to be procured shall complement, supplement, or amend the provisions in the Instruction 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: Secretariat Provincial Ombudsman(Mohtasib),Sindh, Karachi (Headquarter),Opposite Sindh Secretariat ,Shahrah-e-Kamal Ataturk, Karachi Tel # 99211025, 99211028 and 99211031 - Fax 99211051,99211091 and 99211262
	Name of Contract: "Procurement of Machinery & Equipments ,2021-22"
Bid Price and Currency	
ITB 4	For Prices quoted by the bidder shall be "fixed" and in "Pak Rupee"
Preparation and submission of Bids	
ITB 7	<u>Eligibility/Qualification Criteria</u> <ol style="list-style-type: none"> I. Bidder should be a Pakistani entity. II. Having local presence in Sindh Province. III. Firm comply with specification mentioned in bidding documents. IV. Bid should be accompanied with client list. V. Bidder should strictly compliant with technical specifications; no optional item will be accepted. VI. Technical Evaluation will be made on the basis of technical specifications of Goods. VII. The bidder must have at least 3 years of experience in the relevant field. Attach copy of last year's Supply Orders. VIII. Income Tax Certificate (NTN). IX. GST Registration certificate X. Bidder must have Annual Financial Turn Over amounting to Rs.1.00 million of at least last 03 years (attach copy of bank statement). XI. Affidavit that bidder/firm is not blacklisted in any Government/Autonomous Organization. XII. Profile of company mentioning therein list registration year, postal/website address, telephone and Fax No. etc. XIII. Bidders must be a direct authorized dealer/agent of the manufacturer of required items with minimum of 03 years' experience in manufacturing or supplies; as applicable
ITB 9	Amount of Bid Security 3% of Bid Value
ITB 10	Bid Validity Period 90 days
ITB 11	Number of Copies One original



ITB 13	Deadlines for Bid Submission 15-03-2022 at 02.00 p.m.
SCC 16	Opening of Bid 15-03-2022 at 02.30 p.m.
ITB 1	Method of Procurement "National Competitive Bidding-Single Stage two Envelope Procedure"
SCC 3	Bid Evaluation: Most Advantageous Bids as per Rule-2(x) of SPP Rules-2010 (updated)
ITB 26	Performance Security 10% of the Contract Price
	<p>Other: -</p> <ul style="list-style-type: none"> i. In case of any unforeseen situation or government holiday resulting in course of office on the date of opening. Bid shall be submitted/ opened on next working day at the given time ii. Secretariat Provincial Ombudsman (Mohtasib) Sindh, may reject all or any bid subject to relevant provision of SPP Rules (updated) and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of SPP Rules-2010(updated). iii. Incomplete, conditional and tender without bid security in the specified form/format shall be rejected.



Part-V**Special Conditions of Contract**

The following Special conditions of Contract shall supplement the General Conditions of Contract. Whenever there is 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. Definition (GCC Clause 1)

GCC 1 (g)-The Procuring Agency is: Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi.

2. Performance Security (GCC Clause 4)

The amount of performance security, as a percentage of the Contract Price, shall be 10% which shall be deposited by successful bidder to Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi alongwith Agreement on Stamp paper of Rs.100/-duly paid stamp duty and Integrity Pact in response of Acceptance letter.

3. Evaluation (SPP Rule-2(X))

Highest Ranked Bid shall be calculated on the basis of "Least Cost" after fulfillment of eligibility criteria as provided in the Bidding Documents (SPP Rule-2010-(2(x))

4. Inspections and Tests (GCC Clause 6)

The Departmental Inspection Committee of Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi shall inspect the delivered Goods from the Supplier, in the presence of Supplier or their Representatives. And after their satisfaction (that the delivered Goods are in accordance with the specifications given in the bid document) they will sign the Inspection Report, which is required to be sent along with Invoice, GST invoice and sanction order to Accountant General Sindh Office for clearing the bill.

5. Delivery and Documents (GCC Clause 8)

GCC-10 -In response of Award of Contract/Supply Order the Supplier shall supply and install the goods (free of cost) to Secretariat Province Ombudsman(Mohtasib), Sindh, Karachi, as mentioned address in SCC, within 30 Days along with following documents: -

- (i) Supplier's Delivery Challan showing Goods descriptions as per Tender Documents& quantity.
- (ii) Supplier's Invoice (showing Goods descriptions as per Tender Documents, quantity, unit price and total amount)
- (iii) GST Invoice



(iv) Packing List identifying the contents of Supply.

(v) Warranty Card/Certificate.

6. Warranty (GCC Clause 5)

(i) The Office equipment shall bear Standard Warranty (with free parts & labor) from the date of installation/acceptance. Supplier (Successful bidder) shall be bound to provide Standard Warranty of their supplied Goods.

(ii) In case of any material/manufacturing defects in the supplied Goods by the Supplier, they will replace the same by new one immediately or remove the defects urgently free of costs within warranty period.

(ii) Supplier shall provide the warranty at Secretariat Provincial Ombudsman (Mohtasib), Sindh Karachi. No extra charges are allowed.

7. Payment (GCC Clause 13)

(i) Payment of the supplied Goods shall be made to the Supplier by Secretariat Provincial Ombudsman (Mohtasib) Sindh, Karachi, subject to satisfactory inspection of their supplied Goods by Departmental Inspection Committee and after fulfillment of codal formalities (in all respect), in accordance with SPP Rules-2010 (updated) subject to clearing the bills from A.G.Sindh.

(ii) Successful bidder shall be responsible for all Govt. taxes including stamp duty.

8. Liquidated Damages (GCC Clause 17)

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 0.1 percent of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

9. Resolution of Disputes (GCC Clause 22)

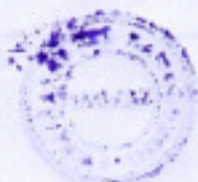
In the case of a dispute between the procuring agency and the supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules 2010 (Updated).

10. Demonstration

The bidder shall demonstrate/display their quoted goods, if procuring agency desire.

11. Brochure

The bidder should submit the Brochure /Picture of their quoted goods if necessary.



12. Purchase Receipt

The bidder shall attach the original Receipt for purchase of Bid Documents with their bid. In case of downloading of Bid Documents the bidder shall attach the Pay Order of Rs.500/- (Non refundable) with their bid.

13. Disqualification

As per Rule-30 of SPP Rules-2010(updated) Procuring agency shall disqualify a Supplier whether already prequalified or not if it finds at any time, that the information by him concerning his qualification and professional, technical financial, legal or managerial competence as supplier, consultant or contractor was false and materially inaccurate or incomplete: or

(2) At any stage has indulged in corrupt and fraudulent practices, as defined in these Rules.

14. Blacklisting

Action of Black list may be taken against defaulter bidder(s) as per Rule-35 of SPP Rules-2010(updated).

15. Responsibility of Supplier during Warranty period

- (a) The Supplier will be duty bound to immediately respond the any Complaints, during Warranty period, about any defective goods to replace or rectify the same at once, failing which their Performance Guarantee would be forfeited or they may be black listed.
- (b) The Supplier is duty bound to pay the Visit Charges or any such other charges to the manufacturer to remove the faults of goods during Warranty period.

16. SCHEDULE TO INVITATION TO BIDS.

- | | | |
|----|---------------------------------|--------------------------|
| 1. | Date & Time of Receipt of Bids: | 15-03-2022 at 02.00 p.m. |
| 2. | Date & Time of Opening Bids | 15-03-2022 at 02.30 p.m |

17. Integrity Pact.

The successful bidder will execute Integrity Pact with this Secretariat before award of Contract. For this they will submit duly filled proforma of the same alongwith performance guarantee and agreement.

18. Applicable Law

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement Law of Sindh.



19. Address of Secretariat Provincial Ombudsman(Mohtasib), Sindh, Karachi(Headquarter):

Ombudsman, Sindh Opposite: Sindh Secretariat, Sharah-e-Kamal Atatürk, Karachi.

20. Bidder's Office Address with Phone Numbers

Bidder must mention office address with active PTCL & Mobile numbers.

21. Important Point of Rule-46 (2) Of SPP Rules-2010 (Updated)

- (a) Envelop shall be marked as "Financial Proposal" and "TECHNICAL PROPOSAL" In bold and legible letters to avoid confusion.
- (b) Initially, only the envelope marked "TECHNICAL PORPOSAL" shall be opened.
- (c) Envelop marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
- (d) Financial proposal of technically qualified bids shall be opened publicly at time, date and venue announced and communicated to the bidder in advance.

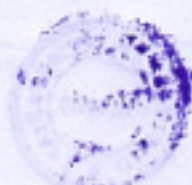
Part-VI

SCHEDULE OF REQUIREMENTS

The delivery schedule hereafter expressed the date of delivery required.

S No.	Items	Quantity	Time of Delivery from date of Award	Location of Supply
1	Photostat Machine	06 Nos.	Within 30 days	Secretariat Provincial Ombudsman (Mohtasib) Sindh, Opp. Sindh Secretariat, Shahrah-e-Kamal Atta Turk, Karachi.
2	Air conditioner 1.5 ton	18 Nos.	_____do_____	_____do_____
3	Electric Water Cooler	04 Nos.	_____do_____	_____do_____

Note: Specifications of above items are Available in Part-VIII



Form-I

PART VII**SAMPLES OF FORMS****Letter of Acceptance**

Date _____

To,

Chairman,
Procurement Committee/Director General-I
Secretariat Provincial Ombudsman (Mohtasib), Sindh,
Karachi.

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 goods in conformity with the said bidding documents (specially ITB, GCC&SCC) of Secretariat Provincial (Mohtasib), Sindh may be ascertained.

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 deposit 10% Performance Guarantee, execute agreement and Integrity Pact before supply of Goods, as per ITB-26, GCC-4 & SCC-2 and we will also complete all Govt. codal formalities as prescribed in the documents.

We agree to abide by this Bid, specially 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 Award of Contract, 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 _____ 2022.

(signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____



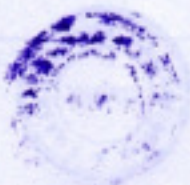
Form-II

Price Schedule in Pak. Rupees

[illegible]

Signature of Bidder _____

Note in case of discrepancy between unit price and total, the unit price shall prevail.



Form-III

Experience of Similar Supply and Installation

[illegible]

Form-IV

AFFIDAVIT**(To be submitted by each bidder with bid)**

Mr. _____ S/o _____

Proprietor, M/s _____ do hereby solemnly affirms and declare that neither my above name firm nor its sister concern or any of its partners in whole or individual capacity is blacklisted by any Government/Semi Government or any Autonomous Body under the control of Government.

Deponents _____

CNIC No. _____

Verification

Verified on Oath at _____ on this day _____ that the contents of the above statement are true to the best of my knowledge and belief and nothing of importance has been omitted or concealed.

Deponents _____

CNIC No. _____



Form-V

CERTIFICATE

(To be submitted by each bidder with bid under clause-5 GCC)

It is certified that goods supplied under the contract are new, unused and of the desired models and that all recent improvements in design and materials is/are incorporated in the supplied items.

It is also certified that all the goods supplied under the contract have no defect or any change in the design, materials or workmanship and thoroughly checked prior to its supply to procuring agency.

Signature of successful bidder: _____

Official stamp: _____

Form-VI

Contract Form

(To be submitted by Successful bidder in response of Acceptance Letter to POS, Headquarter)

THIS AGREEMENT made the ____ day of ____ 2022 between Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi. (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, Procurement of Machinery & Equipments, for 2021-22, Secretariat Provincial Ombudsman (Mohtasib) Sindh, Karachi 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 payment shall be made by Secretariat Provincial Ombudsman (Mohtasib), Sindh, Karachi, to the Supplier, in consideration of the provision of the goods and services and the remedying of defects therein, subject to satisfactory inspection as per specifications mentioned in the bid documents, under the provisions of the contract and in the manner prescribed by the contract and fulfillment all coda formalities, in accordance with SPP Rules-2010 (Updated).
5. 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)



Form-VII**Performance Security Form**

To:

Director General-I,
Secretariat Provincial Ombudsman (Mohtasib), Sindh,
Karachi.

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 2022 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 reputable 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 _____ 2022

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Form-VIII

Manufacturer's Authorization Form

To:

Chairman
Procurement Committee/ Director-General-I
Secretariat Provincial Ombudsman (Mohtasib), Sindh
Karachi.

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

Do hereby authorize [name and address of Agent] to submit a bid, and subsequently sign the Contract with you against NIT No. [Reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause-5 of the General Conditions of Contract for the goods offered for Supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



Form-IX

BID SECURITY FORM

Whereas (name of the bidder) (hereinafter called "the bidder") has submitted its bid dated (date of submission of bid) for the supply of (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by the these presents that we (name of bank) of (name of country), having our registered office at (addresses of bank) (hereinafter called "the bank") are bound unto (name of procuring agency) (hereinafter called "the procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency the bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said bank this _____ day of _____ 2022.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instruction to Bidders;

We undertake to pay the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later that the above date.

(Signature of the bank)



Form-X**Integrity Pact****DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan, either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as facilitation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with any person in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]_____
[Supplier /Contractor/Consultant]

PART-VIII**PRICE SCHEDULE, SPECIFICATIONS AND QUANTITIES****for Secretariat Provincial Ombudsman(Mohtasib),Sindh, Karachi****(Headquarter)**

Tender No: 8/209/2021-22/Admn.

ITEM CODE No.	Description of items/specification	Quantity Required	Price in Pak. Rupees in figure & words inclusive all taxes.	
			Unit Price	Total Amount
1	<p><u>PHOTOSTATE MACHINE RICOH M 2700 WITH TROLLEY OR EQUIVALENT</u></p> <p><u>SPECIFICATIONS</u></p> <p>Type : Desktop Copier</p> <p>Copy Speed: 26 CPM (Minimum) Above is acceptable.</p> <p>Continuous Copying: 1-999 Copies</p> <p>Memory Capacity : 512 MB</p> <p>Copy Size : A-3, A4 & A5</p> <p>Standard size : A4</p> <p>Zoom Rang :25% - 400% in 1% increments</p> <p>Paper Feeding : 1 X 500 Sheets tray</p> <p>1st copy Print : 10 second or less</p> <p>Copy resolution: Minimum 600 dpi or better</p> <p>Drum Life : Minimum 50,000 copies or above</p> <p>Toner Life : Minimum 8000 copies per bottle or above</p> <p>Power service : AC 220-240 V</p> <p>Country of origin/Manufacturer must be mentioned in the bid.</p> <p>Manufacturing year must be mentioned in the bid.</p> <p>Participate OEM (Original Equipment</p>	06 Nos.	Rs. _____	Rs. _____



	<p>Manufacturer)/authorized dealer only.</p> <p>Warranty: Standard Warranty.</p> <p>Note:</p> <p>(i) Drum life and toner life must be mentioned by the bidder.</p> <p>(ii) After expiry of warranty, successful bidder will be duty bound to provide the services/maintenance & accessories on need basis at reasonable prices promptly on bill basis.</p> <p>(iii) Cost of following accessories must be mentioned in bid which will be added in quoted price of Photostat machine to determine the Least Cost of the same as per SPP Rule-2010(updated) and bidder give undertaking that these are available in market easily.</p> <p>i. Cost of New Toner</p> <p>ii. Cost of New Drum</p> <p>iii. Cost of Developer</p>			
2.	<p><u>SPLIT AIR-CONDITIONER 1.5 TON WITH INSTALLATION</u></p> <p>Air conditioner (Split type), Wall Mounted, Non-Inverter, Cooling capacity 18000 BTUs/HR (1.5 Tons), Single Phase, Rotary Compressor, with all controls. Brands Gree/PEL/Haier or equivalent, with Standard Warranty of Compressor & parts. Complete with installation kit including copper tubing (as per site of installation) with Insulation, laping & Dura Duct/casing, Internal wiring, PVC Drain pipe and Angle Bracket/Stand etc.</p>	18 Nos.	Rs. _____	Rs. _____
3	<p><u>Electric Water Cooler</u></p> <p>Capacity : 45 Litre</p> <p>Compressor : 1/3 H.P.</p> <p>Tap : 02 Nos.</p> <p>Body : Heavy gauge stain</p>	04 Nos.	_____	_____



	Less steel sheet With high quality Galvanized sheet in base			
	Brand: Sunny/Neko/Caravil/General or Equivalent. Standard warranty of Compressor & parts.			

Signature of Bidder with stamp & date: _____

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at Secretariat Provincial Ombudsman (Mohtasib), Sindh should include the price of incidental services. No separate payment shall be made for the incidental services.

