Tender Fee: Rs. 1000/-. (Non-Refundable)



TENDER FORM

TENDER NO. AD(A&A)/52(MEC)/P&D/2021/06 "Procurement of Monitoring Equipments"

Date of Issue	: January 28, 2022
Last Date of Submission:	February 15, 2022 (2:00 PM)
Date of Opening of Tender:	February 15, 2022 (2:30 PM)
Company Name:	
NTN:	, SRB Registration Number:
GST Registration Number: _	
Pay Order #	, Dated:
Amount of Rs.	, Drawn on Bank:

Monitoring & Evaluation Cell,
Planning & Development Department, Government of Sindhy,

Room No. 430, 3rd Floor, Tughlaque House,

Sindh Secretariat No. 2, Karachi

Phone: 021-99211403

Email: ddo.mecpdd@gmail.com
www.mecsindh.gov.pk

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PART-I

GOVERNMENT OF SINDH PLANNING & DEVELOPMENT DEPARTMENT (MONITORING & EVALUATION CELL)

NOTICE INVITING TENDER

The Monitoring & Evaluation Cell (MEC) in Planning & Development Department, Government of Sindh deals with the monitoring of development portfolio in Sindh. Now, it desires to improve its existing Monitoring & IT infrastructure. In this connection, it has received a fund allocation from the cost of ADP scheme No. 2013 titled as "Establishment of Regional Offices of M&E Cell at Karachi and Larkano". It is intended that part of the proceeds of this allocated fund will be applied to eligible payments.

The Monitoring & Evaluation Cell (MEC), P & D Department, Government of Sindh invites sealed bids on Single Stage One Envelope procedure from active taxpayers of manufacturers/firms/companies/distributors/suppliers have registration with Income Tax, Sales Tax and Sindh Revenue Board for the following tender:

Tender / Number	Te	nder Schedu	ile-Date and T	ìme	Tender Fee Rs	Bid Security
	Issue	/Sale	Submission	opening	NEW STREET	
"Procurement of Monitoring	From	To				50/ -C41
Equipments	28/01/2022 (During	14/02/2022 (During	15/02/2022	15/02/2022 At	Rs. 1,000/-	5% of the total bid
AD(A&A)/52(MEC)/P&D/2021/05	working hours)	working hours)	up to 2:00 pm	2:30 pm		amount .

Eligibility Criteria:

- 1. The bidder must have at least 5 years of experience in the relevant field.
- 2. The detail of last Five years' financial statement with minimum 100 million turnovers (per year) in terms of financial statement or bank statement.
- Registration with FBR/SRB/GST.
- 4. Authorized Distributer/Partnership/Manufacturer/Reseller Certificate.

Terms & Condition:

- Tender Fee and Bid Security @ 5% of bid cost in shape of Pay Order should be in favour of DDO "Establishment of Regional Offices of M&E Cell at Karachi and Larkano".
- Bidding Documents can be obtained and submitted to Assistant Director (A&A) (MEC), Monitoring & Evaluation Cell, P&D Department, Room No. 430, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi, Phone No. 021-99211403
- 3. Bidders are requested to give their Best and Final prices as "no negotiations" are permitted.
- 4. Bidding documents are available from the websites of Monitoring & Evaluation Cell (www.mecsindh.gov.pk) & SPPRA (www.pprasindh.gov.pk).
- 5. In case of undesirable circumstances on submission / opening date & time or if Government declares holiday the tender shall be submitted / opened on the next working day at the same time & venue.
- M&E Cell P&D Deptt reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

Sealed envelopes clearly mentioning tender name on top must reach the office at the address given below and will be opened in the presence of bidders / authorized representative at the same address.

ASSISTANT DIRECTOR (A&A) (MEC)
Monitoring & Evaluation Cell, P&D Department

Room No. 430, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi

Karachi. Phone No. 021-99211403

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PART-II

INSTRUCTION TO BIDDERS

i Source of Funds

"Establishment of Regional Offices of M&E Cell at Karachi and Larkano (ADP No. 2013)". The eligible payment under the contract is to be made from this approved project.

ii Eligible Bidders

This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (Amended 2019) and its Bidding Documents except as provided hereinafter.

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 services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

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.

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 Goods and Services

The origin of all the goods & related services to be supplied under the Contract should be mentioned.

Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.

The Origin of goods and services 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.

v Content of Bidding Documents

B. The Bidding Documents

The bidding documents include:

- (a) Invitation for Bids
- (b) Instructions to Bidders (ITB)
- (c) Bid Data Sheet
- (d) General Conditions of Contract (GCC)
- (e) Special Conditions of Contract (SCC)
- (f) Schedule of Requirements
- (g) Technical Specifications.
- (h) Bid Form and Price Schedules
- (i) Bid Security Form
- (j) Contract Form
- (k)Performance Security Form
- (I) Manufacturer's Authorization Form
- (m)Integrity Pact

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.

vi Clarification of Bidding Documents

vi.a A 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.

vii Amendment of Bidding Documents

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 a interested Bidder, may modify the bidding documents by amendment.

All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.



C. Preparation of Bids

1. Scope

1.1 The Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh, Karachi intends the subject procurement through National Competitive Bidding Single Stage One Envelope Procedure 46 (1) of SPPRA Rules-2010 (Amended 2019).

2. Language of Bid

- 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
- 3. Documents Comprising the Bid
- 3.1 The bid prepared by the Bidder shall comprise the following components:
 - a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 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 by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
- 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

5. Bid Form

- 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 6. Bid Currencies
- 6.1 Prices Shall be quoted in Pak Rupees.
- 7. Bidder's Eligibility
- 7.1 As defined in Bid Data Sheet.



- 8. Documents
 Establishing
 Goods'
 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) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) the Bidder shall note that standards for workmanship, material ,and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical 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 in the Technical Specifications
- 9. Bid Security
- 9.1 The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture The bid security shall be denominated in the currency of the bid:
 - a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank:
 - b) be submitted in its original form: copies will not be accepted;
 - c) remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
- 9.2 bid security shall released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.
- 9.4 The bid security may be forfeited:
 - a) if a Bidder withdraws its bid during the period of bid validity or
 - b) in the case of a successful Bidder, if the bidder fails:
 - to sign the contract in accordance or
 - (ii) to furnish performance security

10. Period of Validity of Bids

- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.
- 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted 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, clearly marking each "ORIGINAL BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original bid shall be shall be signed by the Bidder or a person or persons duly authorized to bind 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

12. Sealing and Marking of Bids

12.1 The Bidder shall seal the original bid in envelope, duly marking the envelope as "ORIGINAL BID". The envelope shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE"

DATE at Time "

12.2 If the outer envelope 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
- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.
- 15. Modification and Withdrawal of Bids
- 15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. Opening and Evaluation of Bids

- 16. Opening of Bids by the Procuring agency
- 16.1 The Procuring agency will open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences 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. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 14.
- Bids (and modifications sent pursuant to ITB Clause 15.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

The Procuring agency will prepare minutes of the bid opening.

16.4

- 17. Clarification of Bids
- 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 18. Preliminary Examination
- 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 19. Evaluation and Comparison of Bids
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contacting the procuring agency
- 20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.



F. Award of contract

21. Post – Qualification

- 21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.

22. Award Criteria

- 22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 22 a Procuring
 Agency's
 right to vary
 quantities 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 of SPP Rules 2010 (Amended 2019), 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 (Amended 2019), Procuring agency shall hoist the evaluation report on the web site of Authority and that of procuring agency if its website exists, and intimate to all the bidders at least 03 working days prior to award of contract.

24. Notification of Award

- 24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 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 Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2 Within thirty (30) days or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

26. Performanc e Security

- Within twenty (20) days or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 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 Fraudulen t Practices

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



- (a) "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;
 - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any

party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

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



Part-III

[Bid Data Sheet]

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

	Introduction				
ITB 1.1	Name of Procuring Agency: Monitoring & Evaluation Cell (MEC), Planning & Development Department, Government of Sindh, Room No. 430, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2,Karachi. Phone No. 021-99211403				
ITB 1.1	Name of MEC Project: "Establishment of Regional Offices of M&E Cell at Karachi and Larkano (ADP No. 2013)".				
ITB 1.1	Name of Contract: "Procurement of Monitoring Equipments"				
	Bid Price and Currency				
ITB 4	Prices quoted by the Bidder shall be "fixed" and in" Pak Rupees"				
	Preparation and Submission of Bids				
ITB 7	Mandatory Selection / Eligibility / Responsiveness criteria				
	Bidder should quote price only in PKR with all corrected applicable taxes and duties				
	Bidder should quote for all items mentioned in Part-IV BOQ. In case of incomplete quoting, bid will not be considered for further evaluation				
	3 Bid should be accompanied with Client List				
	4 Bid should strictly compliant with technical specifications; no optional/alternative item will be accepted				
	5 The bidder must have at least 3 yearss of experience in relevant field				
	6 Bidder should be Active Tax Payer and provide Income Tax Number Certificate (NTN), GST Registration certificate, Valid Professional Tax Certificate (Attach relevant documents)				
	7 The detail of last five years' financial statement with minimum 100 million turnovers (per year) in terms of financial statement or bank statement				
	8 Affidavit confirming that the firm has not never been black listed by any Government, Semi Government or Autonomous Bodies (Provincial/Federal / Local) on non-judicial stamp paper				
	9 Authorized Distributer/Partnership/Manufacturer/Reseller Certificate				
	10 Bidder must have verifiable presence /support / branch office in Karachi and must have technical strength of at least 02 (two) Certified / Trained Resources on permanent basis in Karachi				
ITB 9	Amount of Bid Security: 5% amount of Bid Value in the shape of Pay order in favour of DDO "Establishment of Regional Offices of M&E Cell at Karachi and Larkano"				
ITB 10	Bid validity period: 90 days				
	Note: In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid. A bidder not agreeing to such request may be withdrawn at the discretion of MEC				
ITB 11	Number of copies: One (01)				
TB 12	Submission of Bids:				
	i) A Single Stage-One-Envelope Procedure Rule No. 46 (1) SPPRA Rules 2010 (Amended 2019) shall be adopted for submission of bids.				
	ii) The Bid security in required shape & amount should be enclosed in envelope along with bid.				
TD 12	iii) Tender Name & No should be written on the envelope.				
ITB 13	Place & Date for bid submission & opening: Bids must be delivered to the in the office of Assistant Director (A&A) (MEC), M&E Cell, Planning & Development Department, Government of Sindh, Room No. 430, Tughlaque House, Sindh Secretariat No. 2, Karachi on latest by Tuesday, 15 th February, 2022 @2:30 pm and will be opened on same day at 3:00 pm.				

ITB 19.1	Bid Evaluation & Comparison Criteria: Most Advantageous Bid.			
	(i) The eligible bids, which closely conform to the Technical Specification/BOQ given in bidding documents and are substantially responsive to the other terms & conditions as set out in bidding documents shall be declared as successful.			
	(ii) All bids shall be opened publicly in the presence of bidders or their representatives who may choose to be present, at the time and place announced prior to the bidding, and the person designated for procurement committee shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening.			
	(iii) The most advantageous bid that after meeting the eligibility or qualification criteria is found substantially responsive to the terms & conditions as set out in bidding documents shall be declared as successful.			
	(iv) All bidders shall sign an attendance sheet at the time of bid opening.			
TB 25.2	Within three (03) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract Agreement and return it to the Procuring agency.			
ITB 26.1	On signing of contract, the successful Bidder shall furnish performance security amounting to 10% of awarded contract value in the shape of Bank Guarantee/Pay order/Demand Draft / Bankers Cheque drawn in favour of DDO "Establishment of Regional Offices of M&E Cell at Karachi and Larkano". Kindly note that no Insurance Guarantee will be accepted.			
B(v) Bidding Documents	(a) Invitation for Bids (b) Instructions to Bidders (ITB) (c) Bid Data Sheet (d) Technical specifications and Bill of Quantities (e) Schedule of Requirements (f) Sample Forms:			
	i. Letter Of Acceptance ii. Relevant experience iii. Price Schedule in Pak Rupees iv. Cover letter v. Contract form vi. General Conditions of Contract (GCC) vii. Special Conditions of Contract (SCC) viii. Bid Security Form			



Other Terms & Conditions:

- In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time.
- ii. Monitoring & Evaluation Cell, P&D Department, Government of Sindh may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules.
- iii. Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this department and SPPRA, and also can be obtained from the office of the Assistant Director (A&A) (MEC), P&D Department, Govt of Sindh, Room No. 430, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi. Phone No. 021-99211403.
- Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected.
- v. Bidders are required to provide their valid e-mail Ids and contact numbers (s) for effective and timely communication
- vi. All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter.
- vii. Incomplete, conditional and tender without required bid security in the specified form/format as specified in the bidding documents, shall be rejected. Each page of bidding document should be signed and stamped
- viii. Contract Agreement and Integrity Pact both are mandatory for successful bidder.
- ix. The bidder shall bear all costs associated with the preparation and submission of his bid and MEC will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.
- x. Any attempt by a Bidder to influence MEC in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions will result in the rejection of its bids.
- xi. Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of Sindh, Valid Professional Tax Certificate and Job Completion / Inspection Certificate duly issued by Indenting Department will be required for payment. However, withholding of all government Taxes shall apply as rates specified in relevant Government Schedule
- xii. The Manufacturer/Firms/Companies/Distributors/Suppliers should indicate the support capabilities for all the hardware provided during the course of the warranty.
- xiii. This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The MEC and all Manufacturer/firms/companies /distributors/suppliers responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.





PART-IV

(TECHNICAL SPECIFICATIONS AND BILL OF QUANTITIES)

0	MONITORIN	G E	QUIPMENTS	Quoted	Quoted
sr #	Item Detail	Qty	Description	Brand	Model
1	Digital Concrete Rebound Hammer	02	Testing Range 1500 to 8500 PSI, used for Non-Destructive Testing quality of concrete & building materials in finished structures or pre-fabricated blocks, from its rebound value the compressive strength of concrete can be calculated out automatically. All the testing data can be stored in memory & transferred to PC by USB Cable or wireless by bluetooth Technical Parameters Display: OLED Digital Impact Energy: 0.225kgm (2.207Nm) Communication: USB 2.0 or Bluetooth Printing: Bluetooth Micro Printer (Optional) Storage: 1000 parts, 256 data for each part Operating Temperature: -40 Deg. C to +60Deg.C Power Supply: 3.7V Li-Ion rechargeable battery Accessories Included 1.No. Digital Test Hammer (Main Unit), 1.No. Grinding Wheel Stone, 1.No. USB Cable, 1.No. USB Charger, 1.No. Software CD, 1.No. Manual Operation, 1.No. Wireless Bluetooth Printer 1.No. Calibration Certificate, 1.No. Carrying Case. 1.No. Wireless Bluetooth Printer With Warranty		
2	Bar Tracker Concrete Cover meter	02	Main Features Technical parameters: 1. Rebar spacing error ±2mm, it can display the rebar grid distribution map(plane graph and profile map) 2. Measuring range of covering layer thickness(nominal): (1) the first range(nominal): 6mm~90mm, (2) the second range(nominal): 7mm~200mm 3. Calibration range of covering layer thickness: 0 ~ ±10mm 4. Measuring range of diameter of rebar(nominal): Φ6 ~ 50mm 5. The maximum allowable error of the measuring thickness of the protective layer: (1) ≤±1mm: 6~59mm(1st range), 7~79mm(2nd range) (2) ≤±2mm: 60~69mm(1st range), 80~119mm(2nd range) (3) ≤±4mm: 70~90mm(1st range), 120~200mm(2nd range) 6. The maximum allowable error of the measuring diameter of rebar: ±1 grade 7. Work environment: (1) Temperature: -10°C ~ +50°C (2) Relative humidity: ≤90% RH 8. Other requirements: (1) There is no corrosive gas in the air; (2) No strong electromagnetic interference; (3) There should be no large vibration and impact; (4) Keep the LCD out of direct sunlight 9. Power supply: Built-in rechargeable lithium battery, power supply time up to 50 hours 10. Volume: 220mmx162mmx91mmTechnical parameters: 1. Rebar spacing error ±2mm, it can display the rebar grid distribution map(plane graph and profile map) 2. Measuring range of covering layer thickness(nominal): (1) the first range(nominal): 7mm~200mm 3. Calibration range of covering layer thickness: 0 ~ ±10mm		

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			4. Measuring range of diameter of rebar(nominal): Φ6 ~ 50mm 5. The maximum allowable error of the measuring thickness of the protective layer: (1) ≤±1mm: 6~59mm(1st range), 7~79mm(2nd range) (2) ≤=2mm: 60~69mm(1st range), 80~119mm(2nd range) (3) ≤±4mm: 70~90mm(1st range), 120~200mm(2nd range) 6. The maximum allowable error of the measuring diameter of rebar: ±1 grade 7. Work environment: (1) Temperature: -10°C ~ +50°C (2) Relative humidity: ≤90% RH 8. Other requirements: (1) There is no corrosive gas in the air; (2) No strong electromagnetic interference; (3) There should be no large vibration and impact; (4) Keep the LCD out of direct sunlight 9. Power supply: Built-in rechargeable lithium battery, power supply time up to 50 hours 10. Volume: 220mmx162mmx91mmWith Warranty	<u>// </u>
5	Portable Pocket Type TDS Tester	02	Range/Resolution 0~19.99ppt/1ppt Calibration Solution 6.44ppt ATC: 0 to 50'C (32 to 122'F) Batteries: 4x1.5V Alkaline Environment: RH95%max: 0 to 50'C (32 to 122'F) With Warranty	
6	Portable Pocket Type PH Meter	02	Range: 0.0 to 14.0pH, Resolution: 0.1pH, Accuracy: ±0.1pH, Calibration: manual, 2 Point Batteries: 4x.1.5v alkaline, Environment: RH95% max 0to50C(32 to 122F) with warranty	
7	Soil Penetromete r Load Ring	02	Type Capacitry 1000kg, complete with 30 Degree Cone & Graduated marked Extension Rod, duly packed in wooden box With Warranty	
8	Portable Heavy Duty Universal Coring Drill Machine	02	3500W, Single Phase Electric Driven Weight 25 to 30 kg with set of site fitting bolts 4-set for taking our Vertical/Horizontal Core of up to 1000 psi strength material, complete with set of service tools, oil, cable reel with 4 connection mounted on carrying frame and set of core barrel consisting of 2",4" & 6" dia, supplied with transportation box, With Warranty	
9	Electric Density Gauge	02	I. On-site detection 1. Operating temperature: Surrounding environment: 0 ~ 70°C Surface Max temperature: 175°C Storage temperature -20 ~ 70°C 2. Detection depth: 2cm ~ 30cm 3. Temperature sensor: measuring range 0 ~ 350°C 4. Display measurement items: density, compaction, porosity 5. Measuring time: < 3 seconds 6. Measuring accuracy: 3% 7. Built-in measurement correction function, all kinds of temperature and humidity can get accurate results With Warranty	
10	Digital Display Compressio n Testing Machine		Digital Display Hydraulic Compression Testing Machine is designed to conduct compression and crushing strength tests on Containers, Concrete cubes, cylinders, hollow blocks and various other materials in accordance with International standard. The machine is electro-hydraulically operated. The Control Panel comprises of Hydraulic Power Pack, Digital Readout System, Operating Switches, Load Control Valves, Output Print-out of Test Data. Feature: Efficient hydraulic power packs Economic machines ideal for site use Designed to meet the need for a simple, economic and reliable means of testing concrete. The dimensions of the frame allow the testing of cylinders up to 320 mm long	

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			x 160 mm diameter, and cubes 200mm, 150mm or 100 mm square, 50 mm/2 in. square mortar cubes, 40 x 40 x 160 mm mortar and any arbitrary size. Digital readout is a microprocessor controlled instrument which is fitted as standard to all digital machines in the range. Calibrated accuracy and repeatability is better than 1% over the upper 90% of the working range. Specification: Max. testing power: 2000kN Measuring range: 0-2000kN Relative indication error: ±1% Testing power Precision:grade1 Size of the bearing plate: 320×260mm Max. distance between the up and down bearing plates: 310mm Max. piston stroke: 90mm Rated pressure of the hydraulic pump: 40MPa Power: AC220V±10% or AC380±10% Outside size: 950×400×1160mm Max. piston lift speed: 50mm/min. Piston free back speed: 20mm/min. Net weight: about 850KGS With Warranty	
11	Pocket Type Electronic Digital Thermomete	02	Temperature Range -50 Deg. C to + 350 Deg. C With Warranty	
12	Digital Distance Measuring Wheel	02	Measuring Wheel Collapsible with Kickstand Cloth Carrying Bag Measurement to 10,000 Feet Distance, Digital LCD Display, OOTDTY Feature: MEASURING WHEEL WITH DIGITAL DISPLAY: Displays your measurements clean by easily rolling our measuring wheel, and you can keep 100% track of your measurement distances any times your measurement. ACCURATE MEASUREMENT: Mechanical gear counter design, forward count, back to decrease.(Not included 2 AAA batteries) UNIQUE DESIGN: Ergonomic grip design, comfortable to hold. Retractable guide rod, casy to carry and store. MULTIPLE MODES: This measuring wheel will let users easily convert from English to metric units and vice-versa. Specification: Material: PC+ABS+POM, Maximum Measurement Range: 0-9999.9m/ft, Accuracy: 0.5%, Minimum Display Value: 0.1m/0.3ft, Wheel Diameter:320 mm /12.5inch Circle Range:1000mm, Aluminum Rod Diameter: 22mm, Full Length: 101.6cm/39", Folded Length: 70cm/27", G.W.: 1.6kg/piece, Package Dimensions: 420x320x160mm Package: Oxford bag Working Temperature: -10°C~45°C Package List: 1 x Distance Measuring Wheel 1 x 16.4ft Steel Measure Tape 1 x Portable Package Bag With Warranty	



Part-V

SCHEDULE OF REQUIREMENTS

The delivery schedule is hereafter expressed the date of delivery required along with location is as under:

Sr	Items /Qty	Time of Delivery from date of Award	Location of Supply	Phone No. & Email
1	As specified in Part – IV of this bidding documents	within three (03) months after contract signing	Assistant Director (A&A) Monitoring & Evaluation Cell (MEC), P&D Department, Room No. 430, 3rd Floor, Tughlaque House Sindh Secretariat No. 2, Karachi	Phone No. 021-99211403 Email: ddo.mecpdd@gmail.com





<u>PART-VI</u> SAMPLE FORMS

Form-I

Date:			

To:

Director General (MEC), P&D Department, 3rd Floor, Room No. 414 Sindh Secretariat No. 2, (Tughlaq House), 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 item in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

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

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

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

Dated this	day of		
[signature]	[]	in the capacity of	
Duly authorized to s	ign Bid for and on behalf	of	

Page 21 of 42

Form-II

Relevant Experience

S. No	Name of Organization with addresses	Assignment Description	Cost	Start Date	End Date	Remarks



Form-III

Price Schedule in Pak Rupees

Company Name:	Tender No:	

Provide & supply following Monitoring Equipment

	多数数 建			Quot		Qty	Rate	Amount
Sr #	Item Detail	Qty	Description	ed Bran	Quoted Model			
14				d	11000			
	Digital Concrete Rebound Hammer	02	Testing Range 1500 to 8500 PSI, used for Non-Destructive Testing quality of concrete & building materials in finished structures or pre-fabricated blocks, from its rebound value the compressive strength of concrete can be calculated out automatically. All the testing data can be stored in memory & transferred to PC by USB Cable or wireless by bluetooth Technical Parameters Display: OLED Digital Impact Energy: 0.225kgm (2.207Nm) Communication: USB 2.0 or Bluetooth Printing: Bluetooth Micro Printer (Optional) Storage: 1000 parts, 256 data for each part Operating Temperature: -40 Deg. C to +60Deg.C Power Supply: 3.7V Li-Ion rechargeable battery Accessories Included 1.No. Digital Test Hammer (Main Unit), 1.No. Grinding Wheel Stone, 1.No. USB Cable, 1.No. USB Charger, 1.No. Software CD, 1.No. Manual Operation, 1.No. Wireless Bluetooth Printer 1.No.Calibration Certificate, 1.No. Carrying Case. 1.No. Wireless Bluctooth Printer With Warranty					
2	Bar Tracker Concrete Cover meter	02	Main Features Technical parameters: 1. Rebar spacing error ±2mm, it can display the rebar grid distribution map(plane graph and profile map) 2. Measuring range of covering layer thickness(nominal): (1) the first range(nominal): 6mm~90mm, (2) the second range(nominal): 7mm~200mm 3. Calibration range of covering layer thickness: 0 ~ ±10mm 4. Measuring range of diameter of rebar(nominal): Φ6 ~ 50mm 5. The maximum allowable error of the measuring thickness of the protective layer: (1) ≤±1mm: 6~59mm(1st range), 7~79mm(2nd range) (2) ≤±2mm: 60~69mm(1st range), 80~119mm(2nd range) (3) ≤±4mm: 70~90mm(1st range), 120~200mm(2nd range) 6. The maximum allowable error of the measuring diameter of rebar: ±1 grade 7. Work environment: (1) Temperature: -10°C ~ +50°C (2) Relative humidity: ≤90% RH 8. Other requirements: (1) There is no corrosive gas in the air; (2) No strong electromagnetic interference; (3) There should be no large vibration and impact; (4) Keep the LCD out of direct sunlight 9. Power supply: Built-in rechargeable lithium battery, power supply time up to 50 hours 10. Volume: 220mmx162mmx91mmTechnical parameters:			Constant of the State of the St		

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	Diddill		1. Rebar spacing error ±2mm, it can display the rebar grid distribution map(plane graph and profile map) 2. Measuring range of covering layer thickness(nominal): (1) the first range(nominal): 6mm~90mm, (2) the second range(nominal): 7mm~200mm 3. Calibration range of covering layer thickness: 0 ~ ±10mm 4. Measuring range of diameter of rebar(nominal): Φ6 ~ 50mm 5. The maximum allowable error of the measuring thickness of the protective layer: (1) ≤±1mm: 6~59mm(1st range), 7~79mm(2nd range) (2) ≤±2mm: 60~69mm(1st range), 80~119mm(2nd range) (3) ≤±4mm: 70~90mm(1st range), 120~200mm(2nd range) 6. The maximum allowable error of the measuring diameter of rebar: ±1 grade 7. Work environment: (1) Temperature: -10°C ~ +50°C (2) Relative humidity: ≤90% RH 8. Other requirements: (1) There is no corrosive gas in the air; (2) No strong electromagnetic interference; (3) There should be no large vibration and impact; (4) Keep the LCD out of direct sunlight 9. Power supply: Built-in rechargeable lithium battery, power supply time up to 50 hours	
3	Portable Handheld Electronic Metal Locator	02	10. Volume: 220mmx162mmx91mmWith Warranty For locating Metal, Rebar, Pipes, nails etc up to 6 in deep in solid concrete it also differentiates between ferrous & nonferrous metals, target and indicates the target depth in inches and centimeters it also pinpoint the location of metal objects. With Warranty	
4	Portable Ultrasonic Coating Thickness Gauge	02	Measuring Range 0-1500 um/0-60mil, Resolution 0.1um/mil, Accuracy ± (1+2%um), Minimum test surface *10mm, Temperature -10Deg.C to + 50Deg.C, Memory 600 Data Storage, Unit Metric/Imperial switchable (mil/um selectable), Data Transfer: USB/Bluctooth, with Android App, Ca delete single data or clear all the data. Complete with Calibration Certificate, Manual Operation, Steel & Aluminum Calibration plates, Plastic shim test set, carrying case. With Warranty	
5	Portable Pocket Type TDS Tester	02	Range/Resolution 0~19.99ppt/1ppt Calibration Solution 6.44ppt ATC: 0 to 50'C (32 to 122'F) Batteries: 4x1.5V Alkaline Environment: RH95%max: 0 to 50'C (32 to 122'F) With Warranty	
6	Portable Pocket Type PH Meter	02	Range: 0.0 to 14.0pH, Resolution: 0.1pH, Accuracy: ±0.1pH, Calibration: manual, 2 Point Batteries: 4x.1.5v alkaline, Environment: RH95% max 0to50C(32.to-122F) with warranty	
7	Soil Penetrometer Load Ring	02	Type Capacitry 1000kg, complete with 30 Degree Cone & Graduated marked Extension Rod, duly packed in wooden box With Warranty	. 6/
8	Portable Heavy Duty Universal Coring Drill Machine	02	3500W, Single Phase Electric Driven Weight 25 to 30 kg with set of site fitting bolts 4-set for taking our Vertical/Horizontal Core of up to 1000 psi strength material, complete with set of service tools, oil, cable reel with 4 connection mounted on carrying frame and set of core barrel consisting of 2",4" & 6" dia, supplied with transportation box, With Warranty	E CONTROL OF THE PROPERTY OF T

idding Documents	M&E Cell, P&D Deptt, Govt: of Sindh
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	Biddin	g Docu	uments	M&E Cell, P&D Deptt, Govt: of Sindh
я 9	Electric Density Gauge	02	I. On-site detection 1. Operating temperature: Surrounding environment: 0 ~ 70°C Surface Max temperature: 175°C Storage temperature -20 ~ 70°C 2. Detection depth: 2cm ~ 30cm 3. Temperature sensor: measuring range 0 ~ 350°C 4. Display measurement items: density, compaction, porosity 5. Measuring time: < 3 seconds 6. Measuring accuracy: 3% 7. Built-in measurement correction function, all kinds of temperature and humidity can get accurate results With Warranty	
10	Digital Display Compression Testing Machine	02	Digital Display Hydraulic Compression Testing Machine is designed to conduct compression and crushing strength tests of Containers, Concrete cubes, cylinders, hollow blocks and various other materials in accordance with International standard. The machine is electro-hydraulically operated. The Control Panel comprises of Hydraulic Power Pack, Digital Readout System, Operating Switches, Load Control Valves, Output Print-out of Test Data. Feature: Efficient hydraulic power packs Economic machines ideal for site use Designed to meet the need for a simple, economic and reliable means of testing concrete. The dimensions of the frame allow the testing of cylinders up to 320 mm long x 160 mm diameter, and cubes 200mm, 150mm or 100 mm square, 50 mm/2 in. square mortar cubes, 40 x 40 x 160 mm mortar and any arbitrary size. Digital readout is a microprocessor controlled instrument which is fitted as standard to all digital machines in the range. Calibrated accuracy and repeatability is better than 1% over the upper 90% of the working range. Specification: Max. testing power: 2000kN Measuring range: 0-2000kN Relative indication error: ±1% Testing power Precision:grade: Size of the bearing plate: 320×260mm Max. distance between the up and down bearing plates: 310mm Max. piston stroke: 90mm Rated pressure of the hydraulic pump: 40MPa Power: AC220V±10% or AC380±10% Outside size: 950×400×1160mm Max. piston lift speed: 50mm/min. Piston free back speed: 20mm/min. Net weight: about 850KGS With Warranty	e
11	Pocket Type Electronic Digital Thermometer	02	Temperature Range -50 Deg. C to + 350 Deg. C With Warranty	
12	Digital Distance Measuring Wheel	02	Measuring Wheel Collapsible with Kickstand Cloth Carrying Bag Measurement to 10,000 Feet Distance, Digital LCD Display, OOTDTY Feature: MEASURING WHEEL WITH DIGITAL DISPLAY: Display your measurements clean by easily rolling our measuring wheel, and you can keep 100% track of your measurement distances any times your measurement.	S OF SHAPE

M&E Cell, P&D Deptt, Govt: of Sindh **Bidding Documents** ACCURATE MEASUREMENT: Mechanical gear counter design, forward count, back to decrease.(Not included 2 AAA batteries) UNIQUE DESIGN: Ergonomic grip design, comfortable to hold. Retractable guide rod, easy to carry and store. MULTIPLE MODES: This measuring wheel will let users easily convert from English to metric units and vice-versa. Specification: Material: PC+ABS+POM, Maximum Measurement Range: 0-9999.9m/ft, Accuracy: 0.5%, Minimum Display Value: 0.1m/0.3ft, Wheel Diameter:320 mm /12.5inch Circle Range: 1000mm, Aluminum Rod Diameter: 22mm, Full Length: 101.6cm/39", Folded Length: 70cm/27", G.W.: 1.6kg/piece, Package Dimensions: 420x320x160mm Package: Oxford bag Working Temperature: -10°C~45°C Package List: 1 x Distance Measuring Wheel 1 x 16.4ft Steel Measure Tape 1 x Portable Package Bag With Warranty Total Amount GST (If applicable) **Grand Total**

Stamp & Signature

Form-IV

Bid Form and Price Schedule

To:		
Director General (M P&D Department, 3rd Floor, Room No. 41		
Sindh Secretariat No. 2 <u>Karachi.</u>	, (Tughlaq House),	
Dear Sir,		
which is hereby duly ac goods and services] in co	knowledged, we, the undersign informity with the said bidding in other sums as may be ascerta:	ddenda Nos. [insert numbers], the receipt of ned, offer to supply and deliver [description of documents for the sum of [total bid amount in ined in accordance with the Schedule of Prices
We undertake, if our Bio specified in the Schedule		oods in accordance with the delivery schedule
		bank in a sum equivalent to percent of act, in the form prescribed by the Procuring
We agree to abide by this remain binding upon us a	s Bid for a period of [90] days to and may be accepted at any time	from the date fixed for Bid opening and it shall before the expiration of that period.
Until a formal Contract thereof and your notificat	is prepared and executed, thi	s Bid, together with your written acceptance 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]	
Stamp:		(A)
	3 .	

Form-V

Contract Form

THIS AGREEMENT made the ____ day of ____ 2022 between Monitoring & Evaluation Cell (MEC), Planning & Development Department, Government of 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., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 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;
- (f) the Procuring agency's Notification of Award and;
- 3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered byagency)	the	(for the Procuring
Signed, sealed, delivered by	the	(for the Supplier)

Form-VI

General Conditions of Contract

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The 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" mean the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the Monitoring & Evaluation (MEC), Planning & Development Department, Government of Sindh.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "SPP Rules 2010" means the Sindh Public Procurement Rules 2010 (Amended 2019).
- (i) "Day" means calendar day.

2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution

3. Patent Rights

The Supplier shall indemnify the Procuring agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.

4. Performance Security

Within twenty (20) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

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.

The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;

The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

5 Inspections and Tests

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

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

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

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

6. Packing

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

7. Delivery and Documents

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

8. Insurance

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

9. Transportation

The Supplier is required under the Contact to transport the Goods/Services to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

10. Incidental Services

- 10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- 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
- (e) training of Procuring agency's personnel, at the Supplier's plant and/or onsite, in assembly, start up, operation, maintenance, and/or repair of the supplied Goods.

11. Spare Parts

- 11.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification 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 the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

12. Warranty

- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in 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.
- 12.2 This warranty / maintenance period shall remain valid for twelve (12) months after the Goods/Services, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 12.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 12.5 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 Supplier under the Contract.

13. Payment

- 13.1 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 07, and upon fulfillment of other obligations stipulated in the Contract
- 13.2 The firm should submit stamp duty as per Government Rule before execution of work.
- 13.3 Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.
- 13.4 If the supply is not according to the specifications or unsatisfactory, the Contract will rejected and cancelled at the risk and cost of Firm
- 13.5 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.
- 13.6 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.
- 13.7 The currency of payment is Pak. Rupees.

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 the parties.

- 16. Delays in the 16.1 Delivery of the Goods and performance of Services shall be made by Supplier's the Supplier in accordance with the time schedule prescribed by the Performance Procuring agency in the Schedule of Requirements.
 - 16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) 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 Except 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 SCC 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 SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

18. Termination for Default

- 18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - (a) if the Supplier fails to deliver any or all of the Goods within the 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.

18.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 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 be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

> 19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Termination for Insolvency

20.1 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 accursed or will accrue thereafter to the procuring agency.

21. Termination for Convenience

- 21.1 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
- 21.2 The Goods that are compete and ready for shipment within thirty(30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and / or
- (b) To cancel the remainder and pay to the Supplier and agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier

22. Resolution of Disputes

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

23. Governing Language

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

24. Applicable Law The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2019).

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 (Amended 2019)

In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2019) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents



Form-VII

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1 (g)—**The Procuring Agency**: Monitoring & Evaluation Cell (MEC), P&D Department, Govt: of Sindh, Karachi, Room No. 430, 3rd Floor, Tughlaq House, Sindh Secretariat No. 02, Karachi.

GCC 1 (h)— "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

2. Performance Security (GCC Clause 4)

GCC 4—Successful bidder will submit a performance guarantee of 10 % of contract value in the shape of Bank Guarantee/Pay order/Demand Draft / Bankers Cheque from a SBP scheduled bank in Pakistan drawn in favor of DDO ("Establishment of Regional Offices of M&E Cell at Karachi and Larkano") on signing of contract, which will be returned after completion of contract. No Insurance Guarantee will be accepted.

3. Inspections and Tests (GCC Clause 5)

Technical Inspection team nominated by Director General M&E Cell, P&D Deptt, Government of Sindh shall inspect the procured goods and ensure that delivered items meets the agreement specifications and sign/issue acceptance certificates against the Payment Invoice.

4. Delivery and Documents (GCC Clause 7)

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

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

5. Warranty (GCC Clause 12)

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance.

6. Payment (GCC Clause 13)

-The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the Contract.

-Invoices should be in Pak Rupees and should be in the name of Director General (MEC), P&D Deptt, Govt: of Sindh.

-Payment shall be made against the invoice after complete delivery and its confirmation through Inspection Certificate issued by Director General (MEC), P&D Deptt, Govt: of Sindh's authorized technical Inspection team.

-Tax shall be deducted/withheld as per applicable sales tax and income tax law.

7. Liquidated Damages (GCC Clause 17)

If the Supplier fails to deliver the required 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.

8. Termination For Convenience (GCC Clause 21)

The Monitoring & Evaluation Cell, P&D Department, Government of Sindh, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience through one (1) month notice period.

9. Resolution of Disputes (GCC Clause 22)

In case of any dispute regarding goods & services, the decision of the Monitoring & Evaluation Cell. P&D Department, Government of Sindh shall be final & binding.

Form-VIII

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 these presents that we [name of bank] of [name of country], having our registered office at [address 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 ______ ago ______ 2022.

THE CONDITIONS of this obligation are:

- 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
 - fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to 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-IX

Performance Security Form

To:
Director General (MEC), P&D Department, 3rd Floor, Room No. 414 Sindh Secretariat No. 2, (Tughlaq House), Karachi.
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated2022 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 of2022.
Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]

Form-X

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contact Humber.	Dated:
Contract Value:	
Contract Title:	
the procurement of any contract, right, interest	y declares that it has not obtained or induced t, privilege or other obligation or benefit from
Government of Sindh (GoS) or any administrate entity owned or controlled by it (GoS) through	ive subdivision or agency thereof or any other
Without limiting the generality	of the foregoing, [Name of SuppliestContractor/Consultant]
represents and warrants that it has fully declare	d the brokerage commission fees etc naid or
payable to anyone and not give or agreed to	give and shall not give or some to give to
anyone within or outside Pakistan either directl	y or indirectly through any natural or juridical
person, including its affiliate, agent associ shareholder, sponsor or subsidiary, any com-	ate, broker, consultant, director, promoter,
kickback, whether described as consultation fee	or otherwise with the object of obtaining or
inducing the procurement of a contract ment in	terest, privilege or other obligation or henefit
in whatsoever form, from Procuring Agency	(PA) except that which has been expressly
declared pursuant hereto.	
[Name of SimplionContractorContractors] CC	rtifics that thas made and will make full
disclosure of all agreements and arrangements	with all persons 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.	
making any false declaration, not making full d	epts full responsibility and strict liability for
action likely to defeat the purpose of this decla	ration, representation and warranty. It sorees
that any contract, right, interest, privilege or of	her obligation or benefit obtained or procured
as aforesaid shall, without prejudice to any oth	er right and remedies available to PA under
any law, contract or other instrument, be voidable	le 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 fu	orther pay compensation to PA in an amount
equivalent to ten time the sum of any comm	nission, gratification, bribe, finder's fee or
kickback given by Name of Supplier/Contractor/Consultant inducing the procurement of any contract, rig	as aforesaid for the purpose of obtaining or
benefit, in whatsoever form, from PA.	nt, interest, privilege or other obligation or
[Procuring Agency]	[Supplier /Contractor/Consultant]



Form-XI

DECLARATION

Kindly provide the decla	aration as per the format provided below at the end of the proposal.
I,	hereby declare that: all the technical proposal is correct in all manners and respects and I am to behalf of Firm Nameto
Name	
Designation	
CNIC No.	
Signature	
Data & Dlaga	

