



BID DOCUMENT
Single Stage Two Envelope Procedure

PURCHASE OF FURNITURE & FIXTURE ITEMS
FOR THE YEAR 2023-2024

NAME OF BIDDER / FIRM _____

No. LS/_____ R.T NO. _____ Dated ___/___/2024

GOVERNMENT OF SINDH

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INSTRUCTIONS TO BIDDERS

The Inspector General of Sindh Prisons & Corrections Service Karachi intends to purchase the **FURNITURE & FIXTURE ITEMS** on F.O.R basis. This bid is issued for the supply of **FURNITURE & FIXTURE ITEMS** as per Schedule of requirements given in this bid document.

In accordance with Sindh Public Procurement Rules 2010 (amended upto-date), the Inspector General of Sindh Prisons & Corrections Service Karachi invites sealed bids for supply of following Furniture & Fixture items from the manufacturers, authorized dealers & experienced suppliers duly registered with Income Tax, Sales Tax.

S #	Name of Item	Funds allocated	Bid Fee In (Rupees) (non-refundable)	Last date of purchase of Bid Document	Bid Submission date & time	Bid Opening date & time
1)	Furniture & Fixture items	Rs.9 million	Rs.1000/-	24.04.2024	<u>25.04.2024</u> 12:00 noon	<u>25.04.2024</u> 01:00 p.m

- Quantity of above mentioned store can be increased or decreased according to SPPRA Rules 2010 (amended upto-date).
- Bidders are required to submit their bids for item-wise of **entire package** inclusive of all items as listed in technical proposal and financial proposal will be accepted of the bidder who quote lowest rate of all the items.
- Individual bids for separate items will not be considered.
- Technical Proposal shall contain original bid document purchase by the bidder and each page should be signed & sealed.
- All the bidders shall have to deposit earnest money at **Rs.3%** of the estimated value of their offer in shape of Pay Order / Demand Draft in favour of Inspector General of Sindh Prisons & Corrections Service Karachi drawn on any branch of any schedule bank of Pakistan alongwith bid document.
- The rates should be in Pak Rupee and must be valid upto 30.06.2024. Rates quoted must include income tax and other taxes according to Government rules.
- Only bids offered on the prescribed bid form issued by the Inspector General of Sindh Prisons & Corrections Service Karachi shall be accepted. However additional sheets may be attached, if required.
- Each bid shall comprise a single package containing two separate envelopes, each envelope shall contain separately (i) **Financial Proposal** (price / rate of the respective package) and (ii) **Technical Proposal** (relevant technical documents, specification of the respective item etc) and shall be marked in bold letters as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** respectively and should be dropped in the tender box



kept in the office of undersigned by above mentioned date and time. Samples should however be delivered by hand alongwith duly typed list of the samples.

- Technical Proposals will be opened on above mentioned date and time in presence of the bidders or their representatives present on the occasion.
- Any bidder reported implicated in any NAB case(s) or engaged in plea bargain / voluntary return / anticorruption case / any criminal case or blacklisted in any organization for participating in bidding shall be debarred from taking part in bidding process and shall be liable for forfeiture of bid security in favour of Sindh Prisons & Corrections Service.
- Procurement Committee will scrutinize all the technical proposals and will finalize the list of technically qualified firms which are according to given mandatory documents, bidder's evaluation criteria and specification.
- Date of opening of the financial proposals will be announced later on. The proposal of only those companies / firms will consider which are declared technically qualified by the Procurement Committee.
- The earnest money / bid security is refundable after finalization of the bid, in case of return of financial bids, and in other cases, either on request after opening of financial bids or when award / placement of purchase order is finalized. The bidders will, however, have to apply for refund through a written request on their company / firm letter head addressed to Inspector General Sindh Prisons & Corrections Service Karachi.
- Conditional bid / application will not be entertained.
- Supply must be completed according to clause of bid document and handed over on (D.D.P) destination as mentioned in the “**Technical Proposal – Annx-F**”
- Any further information needed may be obtained from the office of Inspector General of Sindh Prisons & Corrections Service Karachi at Pir Illahi Buksh Road Muslimabad Karachi on any working day during office hours on phone No.021-99231084 and fax No.021-99231418.
- The competent authority reserves the right to reject any or all bids in accordance with the SPPRA Rules, 2010 (amended upto-date).
- Competent authority can cancel the bidding process at any time prior to the acceptance of a proposal as per provision of SPPRA Rules 2010 (amended upto-date).
- In case Government announces any public holiday on the date of submission and opening of bid documents then same will be opened on the next working day.
- The same proprietor or person shall not submit with different name of firms.



PREPARATION OF BID

1. Language of Bid

The Bid along with any accompanying literature shall be prepared in English language only.

2. Submission of Bid

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal.

The envelopes shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion.

Initially, only the envelope marked **“TECHNICAL PROPOSAL”** shall be opened.

The envelope marked as **“FINANCIAL PROPOSAL”** shall be retained in the custody of Procurement Committee without being opened.

The Procurement Committee shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements.

During the technical evaluation, no amendments in the technical proposal shall be permitted.

After the evaluation and approval of the technical proposal, the Procurement Committee shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The time, date and venue shall be communicated to the bidders in advance.

The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

The bid found most advantageous least cost among the qualified bids will be accepted only. Preference will be given to best quality product.

The form of bid (**annx-A**), bid security form (**annx-B**), performance security form (**annx-C**), bid particulars (**annx-D**) and bidder's information form (**annx-E**) enclosed herewith, shall be submitted in duplicate duly properly filled-in requisite information. The authorized person signing the bid documents must state his full name and authorized position / designation underneath his signature.

The erasing and / or alterations, if any, in the bid shall be authenticated by the authorized person by his / her full signature.

The bid shall be accompanied with the original quotations from the manufactures, in case the bid is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors.

Ambiguous and incorrect answers and / incorrect filling of bid documents will render the Bid liable to rejection.

Quotations through cable, telegraph, telex, fax, or e-mail shall not be considered.

The bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.



3. Bid Security Form and Bid Performance Security Form

The bidder shall enclose with his / her bid a Pay Order or Demand Draft issued by a scheduled / commercial bank doing business in Pakistan for an amount **3% of the total Bid** of the stores as per the bid submitted by him / her (**Photocopy of Pay Order / Demand Draft without showing amount attached with the Technical Bid and Original Pay Order / Demand Draft with the financial bid**). The bid security shall be in favor of **Inspector General of Sindh Prisons & C.S Karachi**. The security so furnished shall remain valid for a period of 28 days beyond the period of validity of the Bid or till it is revalidated / extended for a period mutually agreed upon by the Bidder and the Inspector General of Sindh Prisons & Corrections Service Karachi.

- **The procuring agency shall get the bid security / performance security verified in the following form / manner.**
 - a. All bid securities / performance securities of the contracts with estimated cost upto Rs.50 million shall be verified by the issuing authorities.
 - b. All bid securities / performance securities of contracts with estimated cost above Rs.50 million shall be verified by the head of issuing agency.

If the bid is rejected, the bid security will be returned as soon as possible after rejection.

The **Successful Bidder** shall have to give a **Contract Performance Security** to the extent of **10% of the total value** of the contract.

The Performance Security shall be retained by the Inspector General of Sindh Prisons & Corrections Service Karachi till satisfactorily supply of complete store, inspection etc.

In case the bidder after acceptance of bid fails / refuses, the earnest money / bid security will be forfeited, to make agreement for supply.

4. Quality of Stores

The relevant materials, (hereinafter called “**Stores**”) quoted and supplied against this “Bid Notice” shall be strictly in accordance with the Specifications at “**Annexure-F**” attached with this Bid Document. The Stores shall be the product of an established manufacturer, shall conform to internationally acceptable commercial standards, and shall be a model that has been successfully operated over a reasonable period of time in textile or in relevant industry.

The Stores offered by the bidders must be of good quality suitable for the purpose for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate.

The bidders must also warrant the use of best material in the making of the stores by the manufacturers. The use of substandard material shall make the Stores liable to rejection and the bidder liable to pay compensation. The bid shall be for **brand new** “Stores” robust in manufacturing according to the modern practices, processes and standards.

5. Literature

The bidders must furnish with their bids catalogues giving full technical details of the Stores to enable the Procurement Committee to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.



6. Prices

The Prices quoted must be in Pakistani Rupees. Bidders must clearly mention the total bid price for the entire package in the financial proposal. All the charges for packing, making, handling, insurance, inspection, guarantees, clearance, freight / transportation; agent's commission and all duties, taxes, levies, octroi etc;

7. Validity of Prices / Bid

The prices quoted shall be valid for full financial year ending 30th June 2024 from the date of opening of the bid.

Until the final Contract is executed, the successful bidder shall be bound by the terms and conditions of this bid document.

8. Acceptance of the Terms

The submission of the bid against this bid inquiry by the bidder means that the bidder has read and **accepted the terms and conditions** relating to all the bid documents and annexure, and that he / she has thoroughly examined the specifications and particulars in the bid document. Further the bidder shall be deemed to be fully aware of the nature of the **Stores** and the purpose for which they are required and shall be bound to accept the Contract if placed with him / her on the basis of the prices and of the delivery schedule as indicated in clause 9 hereof within the validity of his / her Bid.

9. Delivery Period and Place

The entire stores must be delivered within **30 days** after receiving the letter of award of the Contract (supply order) at the locations as mentioned in the **“Technical Proposal – Annx-F”**

10. Rights of the Procurement Committee

The Procurement Committee of Sindh Prisons Department reserves the **right to reject** any or all bids subject to provision of SPPRA 2010 (amended upto-date).

The Procurement Committee of the Sindh Prisons & Corrections Service reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever or drop, delete any item(s) keeping in view allocation of fund position after opening of offered rates as procurement has to be made within the allocated funds under the relevant head of account.

The Procurement Committee reserves the right to cancel the offer of the bidder whose bid has been found / evaluated to be the lowest if it is revealed to the Procurement Committee that the bidder does not have the capability or financial resources or facilities to carry out the contract in accordance with the terms and conditions of this bid documents.

11. Evaluation & Comparison of Technical and Financial Bid.

In comparing bids the Procurement Committee will consider, besides the prices quoted, such other factors as **compliance with Specifications**, relative quality of Stores, past experience of the bidder, the bidder's capacity to perform their financial stability through confidential bank statements & Sales / Income tax certificate in the following manner.

The evaluation criteria **specification** mentioned in the Specification will also be considered for evaluation of the Bids.

For the purpose of evaluation of Bids, the prices to be compared shall be the **total prices** as stated in clause 6 titled “Prices” above.



Technical and Financial Evaluation based on following mandatory documents as well as bidder's evaluation criteria among the least cost (lowest among the eligible bidders).

S#	Document Description	Yes / No	Page #
i.	Original bid document duly filled, signed & stamped by the bidder		
ii.	Copy of bid Security @ 3% of the total bid value in shape of pay order / demand draft in the technical proposal (without showing rates) (Original bid security must be attached in financial proposal)		
iii.	Income Tax Certificate (Active)		
iv.	GST Registration Certificate (Active)		
v.	Company profile		
vi.	Relevant experience of 03 years		
vii.	Bank turnover of last three years i.e. 2020-2021, 2021-2022 & 2022-2023, average annually turnover should be Rs.10 million.		
viii.	Specifications on bidder's letterhead		
ix.	Manufacturer's Authorization certificate		
x.	Original Broachers of the items (if available)		
xi.	Undertaking (Affidavit on Rs.200/- regarding non-blacklisting of bidding firm by Gov't, Semi Gov't, non-govt autonomous bodies etc. (Specimen of Affidavit attached at Page # 18)		

Note: If bidder(s) fails to submit any of the above mentioned mandatory document(s) on the date & time of submission of tender, he shall be automatically disqualified for opening his financial proposal and his financial proposal will be returned to him unopened as well as if any document found fake the bid shall also be rejected.

12. Contacting the Purchaser

Any effort by a Bidder to influence the Inspector General of Sindh Prisons & Corrections Service Karachi / Procurement Committee in the decisions in respect of Bid evaluation, or Contract award will result in the rejection of the Bidders bid.

13. Errors in the Bids

Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis.

- i. 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 Procurement Committee shall correct the total price.
- ii. If there is a discrepancy between the words and figures, the **amount in words** shall prevail.
- iii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Procurement Committee in accordance with the **corrected Scheduled of Prices**.

If the bidder does not accept the corrected amount of bid, his / her bid will be rejected and the bid security submitted with the bid shall be forfeited.



Bid Data Sheet

The following specific data for “Supply of Furniture & Fixture items” to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
•	Name & Contact details of Procuring Agency: Office of the Inspector General of Sindh Prisons & Corrections Service Karachi at Pir Illahi Buksh Road Muslimabad Karachi Tel # 021-99231418, 021-99231084, Email: sindhprisons@gmail.com
•	Name of Contract: Supply of Furniture & Fixture items for the year 2023-2024
•	Method of Procurement: Single stage two envelope procedure
Bid Price and Currency	
•	Prices for the entire package quoted by the bidder shall be “fixed” and in “Pak Rupees” including all applicable taxes , stamps, duties, levies, fees, integration, incidental charges imposed during the period of Contract.
Preparation and Submission of Bids	
•	Technical and Financial Qualification Criteria: Mentioned in the Condition # 11 of Instruction to bidders.
•	Amount of bid security: 3% of bid
•	Bid validity period: 90 days
•	Number of copies: One original
•	Deadline for bid submission 25.04.2024 at 12:00 noon
•	Date of opening: 25.04.2024 at 01:00 p.m
•	Bid Evaluation: Most Advantageous Bid. Highest ranked bid shall be evaluated on the basis of “Least Cost”
•	Modification of Scope of Work: Procuring Agency reserves the rights to increase / decrease the scope of work / number of units / items without assigning any reason.



CONDITIONS OF CONTRACT

1. Scope of the Contract

- a) The Scope of the Contract shall be the supply, deliver of the stores at the consignee's end, in accordance with the Bill of Quantities enclosed in this Bid Document.
- b) The Contractor shall within a period of 07 days of the execution of the agreement furnish a detailed program for supply and delivery of various items of the stores for necessary inspection and approval by the Inspection Committee.

2. Definition of Terms

In writing these conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is some thing in the subject matter or Contract inconsistent with such conditions.

- i) **The Procurement Committee** shall mean the Procurement Committee of furniture and other miscellaneous items of Sindh Prisons Department.
- ii) **The Inspector General of Prisons Sindh** shall mean the Inspector General of Sindh Prisons & Corrections Service Karachi Purchaser including his successor in office and assignees, empowered to act in all matters pertaining to the Sindh Prisons Department.
- iii) **The Contractor or Supplier** shall mean the bidder whose bid has been accepted by the Procurement Committee and shall include the bidder's executors, administrators, and successors and permitted assignees.
- iv) **The Stores** shall mean and include all the machinery, apparatus, equipment, material and articles to be provided by the Contractor under the Contract.
- v) **The Contract** shall mean the agreement signed by the Contractor with the Purchaser i.e. Inspector General of Sindh Prisons & Corrections Service Karachi for the supply and delivery the Stores, as stated under the Scope of the Contract above
- vi) **The Contract Price** shall mean the sum mentioned in or calculated in accordance with the provisions of the contract, which is to be paid to the Contractor for satisfactory execution of the Contract in accordance with these Conditions of Contact.
- vii) **The Specifications** shall mean the specifications annexed to or issued herewith.
- viii) **Month** shall mean the Calendar month.
- ix) **Writing** shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.

3. Contract Documents

The terms **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:

- a) Articles of Agreement;
- b) Instructions to Bidders;
- c) Conditions of Contract;



- d) Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexure duly filled in;
- e) The Specifications of the Stores; and
- f) Bill of Quantities with prices.

In the event of any **conflict** between the above mentioned document, the present Articles of Agreement and Conditions of Contract shall prevail.

4. Signing of the Contract Agreement

Within 07 days of the issue of the letter of Acceptance, the successful bidder will be required to sign an agreement with the Inspector General of Sindh Prisons & Corrections Service Karachi for the supply of such quantity, in whole, of the Bided Stores as will be communicated to him / her (them) in the letter of Acceptance.

5. Samples

Samples of quoted articles (if available) may be provided for examining the quality.

6. Packing, Marking and Handling

- a) All the Stores, whether imported or locally manufactured / available, shall be delivered to the consignee's end in safe and secure condition at the risk and cost of the Contractor.
- b) The packing, marking and handling shall be so arranged by the contractor as to **prevent any loss of or damage** to the Stores.

7. Inspection.

There shall be joint inspection of the Stores by the Inspection Committee of Sindh Prisons Department. The Inspection Committee shall examine the supplied store and sign the inspection report, which inter-alia should indicate the condition in which each item of the Stores has been found. The Contractor or his authorized representative will arrange the inspection within 07 days on completion of supply as per work order.

8. Delivery & Taking Over

The Contractor shall supply the store **within 30 days** on receipt of supply order at the locations as mentioned in the "**Technical Proposal – Annx-F**" and ensure safe & secure delivery and shall obtain certificate (delivery challan) from the said Inspectorate that supplied stores has been received properly in acceptable condition. The taking over of the damaged item(s) will be with-held until the same are replaced and re-inspected and delivered within 15 days in acceptable condition at contractor's risk and cost.

9. Terms of Payment

After successful completion of supply of requisite store at the locations as mentioned in the "**Technical Proposal – Annx-F**", Sindh Prisons & Corrections Service will be liable to pay 100% payment to the contractor on submission of original invoice in triplicate. Prior obtaining payment the contractor / supplier will have to provide certificate from Excise & Taxation Department that he has cleared all professional taxes / dues.



10. Warranty / Guarantee

The Contractor shall guarantee supply of good quality store in accordance with the specifications and as stated in Clauses of the “Instructions to Bidders”.

Further, the store shall be **brand new** and absolutely free from all defects in material, quality and workmanship. In case of defects, the defective Stores, or the defective parts / components of the stores thereof, shall be replaced by the Contractor free of cost to the Sindh Prisons Department.

11. Breach of Contract

In case of breach of warranty / guarantee or Contract, the damages suffered by the Sindh Prisons Department shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract Performance Security enclosed with this Document, without notice to the Contractor.

12. Contractor’s Default Liability

- a) The Department may upon written notice of default to the Contractor terminate the contract and to forfeit the amount of contract performance Security and black list the contractor / firm in the circumstances detailed hereunder:
 - i. If in the judgment of the Department the Contractor fails to make complete delivery of the Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the Department: and
 - ii. If in the judgment of the Department the Contractor fails to comply with any of the other provisions of the Contract.
- b) In the event the Department terminates the Contract in whole or in part as provided in Clause above of CC, the Department reserves the right to purchase on such terms and conditions as it may deem appropriate, stores similar to the one terminated and the Contractor will be liable to the Department for any Additional Costs for such **similar Stores**.
- c) The Department will pay to the Contractor the contract Price for the completed Stores delivered to and accepted by the Department.

13. Termination of Contract

If, for any cause as set forth in Clause hereafter, the Contractor finds it impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the Department finds it impossible to continue operation, then **prompt notification** in writing shall be given by the party affected to the other.

14. Force Majeure

The Contractor shall not be liable for any additional cost for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the government, fires, floods, epidemic quarantine restrictions, strikes, freight embargoes and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Department in writing of the causes of the delay. The Department shall ascertain the facts and the extent of the delay and extend the time for completing the supplies as in its judgment the findings justify.



15. Rejection

In the event any portion of the stores supplied by the Contractor is found before taking over to be defective in material or otherwise not in conformity with the requirements of the Contract, the Procurement Committee shall have the right to either reject or require, in writing, rectification of the store. In the later case, the Contractor shall with utmost diligence, and at his own expense, made remove the defects so specified or replace the defective Stores. If the Contractor fails to rectify or replace the rejected Stores, the Department may terminate the Contract according to the terms & conditions of Contract.

16. Extension of Time

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the Department in writing of his claim for an extension of time. The Department on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case by without prejudice to other terms and conditions of the Contract.

17. Delays in Delivery- Liquidated Damages

- a) Should the progress of the contract at any time be lagging behind the program agreed between the department and the Contractor, the department will notify the Contractor in writing and the Contractor shall there upon take such steps as he / she may deem fit to **expedite the progress** of the Contract. Non-issuance of this notice by the department shall not in any way absolve the Contractor of the liquidated damages as stated in Clause below.
- b) If the Contractor fails to **complete the Contract**, in full, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as Liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each unit of the delayed Stores for each calendar week a delay subject to the maximum of 10 percent of the Contract Price of the unit or units so delayed, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The Inspector General of Sindh Prisons & Corrections Service Karachi has right to terminate the contract impose liquidity damages and other remedial measures as provided in the contract agreement.

18. Non-assignment

The Contractor shall not have the right to assign or transfer the Contract or any part thereof, benefit and obligations to any other person.

19. Expenditure under Contract

The Contractor shall not make any expenditure for the purpose of this contract in any country not authorized by the Government of Pakistan.

20. Certificate Not to Affect the Rights of the Sindh Prisons & Corrections Service or the Contractor

No Certificate of the Sindh Prisons & Corrections Service on account nor any sum paid on account by the Sindh Prisons & Corrections Service nor any extension of time the delivery of the Stores shall affect or prejudice the rights of the Sindh Prisons Department against the contractor nor relieve the Contractor of his obligation for due performance of the Contract or be interpreted as approval of the Stores supplied, and no certificate shall create liability of the Sindh Prisons Department to pay for the alterations, amendments, variations etc. not ordered in writing by the



Sindh Prisons Department or discharge the Contractor for the payment of damages or of any sum against the payment of which he / she is bound to indemnify the Sindh Prisons Department nor shall such certificate nor the acceptance by him / her of any sum paid affect or **prejudice the rights of the Contractor** against the Sindh Prisons Department.

21. Withholding Tax, Sales Tax and other Taxes

The Contractor is hereby informed that the Government shall deducted tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any Contractor who signs a contract with the Prisons Department. The Contractor will be responsible for all taxes on transaction and / or income, which may be levied by Government. If Contractor is exempted from any specific taxes, then it will provide the relevant documents with the proposal.

22. E-Stamp Duty

E-Stamp duty for contract documents shall be borne by Contractor / bidder at the time of signing of contract at the rate of **Rs.0.35% of the total contract value**.

23. Payments Due from the Contractor

All costs, ascertained damages or expenses for which under the Contract that Contractor is liable to the Sindh Prisons Department may be deducted by the Department from the money due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

24. Legal proceedings

The laws of Pakistan and no proceedings to govern the Contract and the Bid Documents or arising out of any of them shall be instituted in any courts other than those situated at Karachi.

25. Dispute

Should any question or dispute arise as to the material, design, construct or delay in the supply of the Stores or the purpose or the performance for which they are required or are warranted, the Department shall nominate an independent certifier / expert having knowledge of stores, who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and,. If so, what sum shall be paid to the Department in diminution or extinction of price, and such certificates shall be paid to the Department in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.



26. Arbitration

All disputes and matters of difference whatsoever (other than those relation to the certificate of expert certifier) between the Department and the Contractor relation to and arising out of the Contract and Bid Documents thereof, each party nominating its own arbitrator. The arbitrators within the first three-arbitral hearings will nominate the umpire. The **award of the arbitrators or of the umpire shall be final and binding** upon the parties. The arbitral proceedings shall be held at Karachi.



ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2024, by and between the Inspector General of Sindh Prisons & Corrections Service Karachi, hereinafter called the “Party No.1”, of the one part, And _____

(name and designation of the authorized person)

of _____

located at _____

hereinafter called the “Party No.2” which expression shall include their successor, legal representatives of the second part.

Whereas the Party No.1 requires the stores and related services for its various Prisons, and whereas the Party No.2 has agreed to supply and deliver the said stores valued at _____

(amount in figures and words)

in the period of _____ days / months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

Now this Agreement witnessed as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by _____

(name and designation of the authorized person)

on behalf of the **Party No.2**, and by Inspector General of Sindh Prisons & Corrections Service Karachi, all of which shall be deemed to form and be read and construed as a part of this **Agreement** viz:

- a) Articles of Agreement;
- b) Instructions to Bids;
- c) Condition of Contract;
- d) Offer of Party No.2 including the relevant correspondences prior to signing of this Agreement with all Annexure duly filled in;
- e) The specifications of the stores; and
- f) Bill of quantity with prices.



AFFIDAVIT

(Specimen duly typed on stamp paper of Rs.200/- must be attached with technical proposal)

I / we, _____ S/o _____
[Name of Supplier / Contractor / Consultant] [Fathers Name]
adult _____ R/o _____
[Religion] [Permanent / Postal Address of Supplier/Contractor/Consultant]
having C.N.I.C No. _____ do hereby state on
solemn affirmation as under:-

1. That I / we _____ Contractor in the name and style of
[Government / Semi Govt. / Private]
M/S _____
[name of Company / Firm]
2. That I / we have never been blacklisted in any Local / Provincial / Federal / Semi Government or by any local / Private Organization nor required in any criminal case before any court of law.
3. That I / we have not been involved in any default or bankruptcy neither engaged in any tax evasion or any government dues default nor involved in any corrupt practices or convicted in any criminal case and neither hold any public office.
4. That I / we have never been involved in any NAB case(s) or engaged in any plea bargain / voluntary return / anticorruption case or criminal case.
5. That I / we will be completely responsible if any of the documents provided by me / us are found fake or any forgery detected at any point of time.
6. That I / we will abide with by all the rules and regulations enforced by Government from time to time with that of Prison Service existing rules & regulations

That whatever is stated above is true and correct to the best of my knowledge and belief.

ATTESTED BY:

DEPONENT

Notary Public or Oath Commissioner

Name _____

C.N.I.C # _____



**Form of Bid
(Letter Of Offer)**

Bid Reference No. **IGP/LS/2024/**_____

Dated _____

Name of Contract: **PURCHASE OF FURNITURE & FIXTURE ITEMS**

The Inspector General of Sindh Prisons &
Corrections Service Karachi.

Dear Sir,

1. Having examined the Bid Documents including instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices etc. for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address _____
_____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract and remedy any defects therein in conformity with the requisite Documents for the Total Bid Price of Rs. _____ (in figures and words) or such other sum as may be ascertained in accordance with the said documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security referred to in Clause of the Instructions to Bidders in the amount of Rs. _____ (in words and figures) drawn in favor of or made payable to Inspector General of Sindh Prisons & Corrections Service Karachi and valid for a period of 28 days beyond the period of validity of this Bid.
4. We undertake, if our Bid is accepted, to complete the whole of the work comprised in the above-named Contract within the time stated in Clause of the Instructions to Bidders.
5. We agree to abide by this Bid for the period of 90 days beyond the date of opening of the Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our bid is accepted, to execute the Contract Performance Security referred to in Clause of the Instructions to Bidders for due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.



9. We do hereby declare that this Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the above-named Contract.

Dated this _____ of _____ 2024

Signature _____ in the capacity of _____ Authorized

To sign Bid for and on behalf of _____
(Name of Bidder in Block Capitals)

Address _____

Witness _____

Name:- _____

Address: _____

Occupation: _____



BID SECURITY FORM

WHEREAS _____ (hereinafter called "**the Bidder**") has submitted its bid dated _____ for the purchase of " _____", (hereinafter called "**the Bid**").

KNOW ALL MEN 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 into the Inspector General Sindh Prisons & Corrections Service Karachi (hereinafter called "the Purchaser") in the sum of -----, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this _____ day of _____, 2024_____

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 does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to execute the Contract Form, when requested.

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to _____2024_____, the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)
By _____
(Title)
Authorized Representative



PERFORMANCE SECURITY FORM (Applicable in case of bank guarantee)

To,

The Inspector General Sindh Prisons &
Corrections Service Karachi

WHEREAS (Name of the Contractor)

Hereinafter called "the Contractor" has undertaken, in pursuance of the bid for the purchase of hardware including " _____", dated _____ 20__, (hereinafter called "the Contract").

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of 10% of the total contract value (Amount of the guarantee), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums, within the limits of 10% of the total contract value (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 ___ day of _____ 2024, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____



BID PARTICULARS

THE BIDDERS MUST SUPPLY THE FOLLOWING SPECIFIC INFORMATION FOR EACH ITEM OR GROUP OF ITEMS OF THE STORES:

1. Conformation of Stores:

Whether the Stores offered conform to the particulars specified in the Schedule; if not, details of deviations must be stated at separate sheet.

2. Manufacturing Details:

- (a) Brand of stores;
- (ii) Name and address of manufacturer; and
- (iii) Country of origin of Stores.

Delivery Schedule

- (i) Earliest date by which delivery can be effected;
- (ii) Complete schedule of delivery; and
- (iii) If the delivery period is different for different items, it must be indicated item-wise.

Whether the specification for packing given in the Bid Documents will be adhered to.

FORM OF BIDDER INFORMATION









(to be submitted on the bidder's letterhead with the technical proposal)

Name of bidder		
Status of the bidder	Sole Proprietorship	
	Partnership	
	Limited Company	
Name of the Owner		
C.N.I.C # of the Owner		
Postal Address		
Telephone No. (Landline No. & Cell No.)		
Fax No.		
Email Address of bidder		
Email address of bank must be provided who prepared bid security		
Authorized Person	Owner / Representative	
	Name	
	Designation	
	Signature	
	Contact No.	
GST No. of the bidder		
FBR NTN No. of the bidder		
SRB No. of the bidder		
PSEB Registration No. & Date (if any)		










TECHNICAL PROPOSAL FORM ANNEXURE "F"

REQUIREMENT OF FURNITURE & FIXTURE ITEMS FOR SINDH PRISONS & CORRECTIONS SERVICE FOR THE YEAR 2023-2024

S#	DESCRIPTION / SPECIFICATION OF ITEMS	QUANTITY	PRODUCT IMAGE FOR REFERENCE	SPECIFICATION OFFERS
1.	Executive Officer Chair Model No.108 China Revolving Chair Ring Bang Company or Equivalent (Color Black)	15 No.		
2.	Iron Steel Office Almari Size = 6' x 4' x 18" Gauge = 26-24	12 No.		
3.	Iron 4 Box Office Cabinet Size = 53" x 18" x 24" Gauge = 26-24	02 No.		
4.	Iron Shelf Rack Office Cabinet Size = 6' x 4'	12 No.		
5.	Stainless Steel Waiting Chair (03 seater)	06 No.		
6.	Fey Metal Bar Stool or Equivalent Chair for Kitchen	08 No.		
7.	Chair for Kitchen	08 No.		
8.	Visiting Chair China No.802 Net or Equivalent	50 No.		

S#	DESCRIPTION / SPECIFICATION OF ITEMS	QUANTITY	PRODUCT IMAGE FOR REFERENCE	SPECIFICATION OFFERS
9.	EXECUTIVE TABLE Versa Executive Desk MODEL LUNAR-LR-796 or Equivalent SIZE 7' X 3' (Color customize)	01 No.		
10.	EXECUTIVE 7 Seater SOFA MODEL LUNAR- JUTE WITH CENTER TABLE or Equivalent SIZE 4' X 2' (color customize)	01 No.		
11.	EXECUTIVE 5 Seater Set SOFA MODEL LUNAR- JUTE WITH CENTER TABLE or Equivalent SIZE 4' X 2' (color customize)	01 No.		
12.	Table Set Service Tea Table Set (color customize)	01 No.		
13.	Plants Table or Equivalent 5.5' x standard (color customize)	01 No.		
14.	Versa Executive Desk MODEL LUNAR-LR-796 or Equivalent SIZE 5' X 2.5' (Color customize)	01 No.		
15.	FILE CABINET MODEL LUNAR 07C or Equivalent (Color customize)	01 No.		

S#	DESCRIPTION / SPECIFICATION OF ITEMS	QUANTITY	PRODUCT IMAGE FOR REFERENCE	SPECIFICATION OFFERS
16.	PODCAST TABLE SIZE 6' X 3' MODEL-LUNAR CO-07 or Equivalent (Color Customize)	01 No.	 A white, oval-shaped podcast table with a dark wood base and four black office chairs around it.	
17.	CONFERENCE TABLE MODEL LUNAR-19 or Equivalent SIZE 5' X 2' two side wirecap (Color Customize)	21 No.	 A dark wood conference table with two side wirecaps and a black office chair.	
18.	CONFERENCE TABLE MODEL LUNAR-19 SIZE 8' X 2' or Equivalent three side wirecap (Color Customize)	02 No.	 A dark wood conference table with three side wirecaps and a black office chair.	
19.	ROSTRUM	01 No.	 A wooden rostrum with a microphone and a logo on the front.	
20.	Conference Revolving Chair (Model -706) China Revolving Chair Arm T (Double Machine) or Equivalent (Black color)	75 No.	 A black office chair with a mesh back and armrests, on casters.	
21.	CONFERENCE TABLE MODEL LUNAR-19 or Equivalent SIZE 5' X 2' two side wirecap (Color customize EP-168)	24 No.	 A dark wood conference table with two side wirecaps and a black office chair.	

S#	DESCRIPTION / SPECIFICATION OF ITEMS	QUANTITY	PRODUCT IMAGE FOR REFERENCE	SPECIFICATION OFFERS
22.	CONFERENCE TABLE MODEL LUNAR-19 or Equivalent SIZE 8' X 2' (Color customize EP-168)	03 No.		
23.	Conference Revolving Chair (Model -706) China Revolving Chair Arm T (Double Machine) or Equivalent (Black color)	50 No.		
24.	Long Supreme Conference Table (Lunar-CO-04) or Equivalent size = 12' X 4' (Color customize)	01 No.		

**Note: Item # 01 to 20 will be delivered at Karachi.
Item # 21 to 23 will be delivered at Hyderabad.
Item # 24 will be delivered at Sukkur.**

Number (s) Pay Order / Demand Draft
as a Bid Security (Photocopy must be
attached with Bid without showing amount) _____

Name of Bank(s) with Full Address _____

Full Name, Address & Stamp of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

FINANCIAL PROPOSAL FORM ANNEXURE "G"

REQUIREMENT OF FURNITURE & FIXTURE ITEMS FOR SINDH PRISONS & CORRECTIONS SERVICE FOR THE YEAR 2023-2024

S#	Description	Quantity	Unit Price without GST	Ratio of GST	Amount of GST	Unit Price inclusive of GST	Total Amount with GST
1.	Executive Officer Chair Model No.108 China Revolving Chair Ring Bang Company or Equivalent (Color Black)	15 No.					
2.	Iron Steel Office Almari Size = 6' x 4' x 18" Gauge = 26-24	12 No.					
3.	Iron 4 Box Office Cabinet Size = 53" x 18" x 24" Gauge = 26-24	02 No.					
4.	Iron Shelf Rack Office Cabinet Size = 6' x 4'	12 No.					
5.	Stainless Steel Waiting Chair (03 seater)	06 No.					
6.	Fey Metal Bar Stool or Equivalent Chair for Kitchen	08 No.					
7.	Chair for Kitchen	08 No.					
8.	Visiting Chair China No.802 Net or Equivalent	50 No.					
9.	EXECUTIVE TABLE Versa Executive Desk MODEL LUNAR-LR-796 or Equivalent SIZE 7' X 3' (Color customize)	01 No.					
10.	EXECUTIVE 7 Seater SOFA MODEL LUNAR-JUTE WITH CENTER TABLE or Equivalent SIZE 4' X 2' (color customize)	01 No.					

S#	Description	Quantity	Unit Price without GST	Ratio of GST	Amount of GST	Unit Price inclusive of GST	Total Amount with GST
11	EXECUTIVE 5 Seater Set SOFA MODEL LUNAR-JUTE WITH CENTER TABLE or Equivalent SIZE 4' X 2' (color customize)	01 No.					
12	Table Set Service Tea Table Set (color customize)	01 No.					
13	Plants Table or Equivalent 5.5' x standard (color customize)	01 No.					
14	Versa Executive Desk MODEL LUNAR-LR-796 or Equivalent SIZE 5' X 2.5' (Color customize)	01 No.					
15	FILE CABINET MODEL LUNAR 07C or Equivalent (Color customize)	01 No.					
16	PODCAST TABLE SIZE 6' X 3' MODEL-LUNAR CO-07 or Equivalent (Color Customize)	01 No.					
17	CONFERENCE TABLE MODEL LUNAR-19 or Equivalent SIZE 5' X 2' two side wirecap (Color Customize)	21 No.					
18	CONFERENCE TABLE MODEL LUNAR-19 SIZE 8' X 2' or Equivalent three side wirecap (Color Customize)	02 No.					
19	ROSTRUM	01 No.					
20	Conference Revolving Chair (Model -706) China Revolving Chair Arm T (Double Machine) or Equivalent (Black color)	75 No.					

S#	Description	Quantity	Unit Price without GST	Ratio of GST	Amount of GST	Unit Price inclusive of GST	Total Amount with GST
21	CONFERENCE TABLE MODEL LUNAR-19 or Equivalent SIZE 5' X 2' two side wirecap (Color customize EP-168)	24 No.					
22	CONFERENCE TABLE MODEL LUNAR-19 or Equivalent SIZE 8' X 2' (Color customize EP-168)	03 No.					
23	Conference Revolving Chair (Model -706) China Revolving Chair Arm T (Double Machine) or Equivalent (Black color)	50 No.					
24	Long Supreme Conference Table (Lunar-CO-04) or Equivalent size = 12' X 4' (Color customize)	01 No.					

Tenderer(s) are required to comply with all the clauses mentioned in the terms and conditions of the tender alongwith submission of all the relevant documents required. In case of any deviation / incomplete documents from tenderer will be prohibited for competing in the tender / render their offer in invalid.

Pay Order / Demand Draft of Bid Security 3% of the total bid amount (in original must be attached with Bid) **Number(s)** **Amount**

Name of Bank(s) with Full Address _____

Full Name & Address of Firm _____

C.N.I.C No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

INTEGRITY PACT.

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

Contract Number: **LS/_____ Dated: _____**

Contract Value: **Rs. _____**

Contract Title: **PURCHASE OF FURNITURE & FIXTURE ITEMS.**

M/s _____ 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, M/s _____ 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 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 Inspector General of Prisons Sindh, except that which has been expressly declared pursuant hereto.

M/s _____ certifies that it has 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.

M/s _____ 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, M/s _____ 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 M/s _____ 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.

[Inspector General of Prisons Sindh &
Corrections Service Karachi]

[Supplier / Contractor]