

SINDH PRISONS & CORRECTIONS SERVICE



BID DOCUMENT

Single Stage Two Envelope Procedure

"Tenders invited through SPPRA E-Pak Acquisition & Disposal System (E-Pads)"

PURCHASE OF PLANT & MACHINERY ITEMS FOR THE YEAR 2024-2025

NAME OF BIDDER / FIRM _____

No. LS/ _____ R.T NO. _____ Dated ___ / ___ /2025

GOVERNMENT OF SINDH



LuP
D

A

INDEX

	<u>PAGE #</u>
IMPORTANT NOTE	P # 3
INSTRUCTIONS TO BIDDERS	P # 4 to P # 9
BID DATA SHEET	P # 10
CONDITIONS OF CONTRACT	P # 11 to P # 16
ARTICLES OF AGREEMENT	P # 17 to P # 18
AFFIDAVIT	P # 19
<u>ANNEXURE'S</u>	
(i) FORM OF BID (ANNEXURE-A)	P # 20 to P # 21
(ii) BID SECURITY FORM (ANNEXURE-B)	P # 22
(iii) PERFORMANCE SECURITY FORM (ANNEXURE-C)	P # 23
(iv) BID PARTICULARS (ANNEXURE-D)	P # 24
(v) BIDDER'S INFORMATION FORM (ANNEXURE-E)	P # 25
(vi) TECHNICAL PROPOSAL FORM (ANNEXURE-F)	P # 26
(vii) FINANCIAL PROPOSAL FORM (ANNEXURE-G)	P # 27
(viii) INTEGRITY PACT (ANNEXURE-H)	P # 28



Handwritten initials or signatures in blue ink.

IMPORTANT NOTE

1. Bids must be submitted electronically through E-PADS SPPRA website, any clause in this tender document asking for manual bid submission must be replaced and read as **“through SPPRA E-PADS website”**.
2. Only bid security in shape of pay order in favor of Deputy Inspector General of Prisons Karachi is to be submitted in original on or before the last date & time for electronics bid submission which should be uploaded on SPPRA E-PADS website as well as original of the same should be deposited in sealed envelope to Office of Inspector General of Sindh Prisons & C.S Karachi at Pir Illahi Bux Road Muslimabad Co-operative Housing Society near Dawood Engineering University Karachi.
3. In accordance with the established protocols, if a bid documents / bid security is not reflected in the bid opening list in E-PADS, it shall be deemed and treated as a "bid not submitted." Therefore, all participants are advised to verify the inclusion of their submissions in the bid opening list to avoid any misinterpretations regarding their bid status.

LP A



BID DOCUMENT

Procurement of PLANT & MACHINERY ITEMS for Sindh Prisons & Corrections Service for the year 2024-2025

Page 3 of 28

INSTRUCTIONS TO BIDDERS

The Inspector General of Sindh Prisons & Corrections Service Karachi intends to purchase the **PLANT & MACHINERY ITEMS** on F.O.R basis for the office of D.I.G Prisons Karachi Region. This bid is issued for the supply of **PLANT & MACHINERY 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 **online bids through E-Pak Acquisition & Disposal System (EPADS) for supply of Plant & Machinery items** from the manufacturers, authorized dealers & experienced suppliers duly registered with Income Tax, Sales Tax, Latest Professional Tax, Sindh Revenue Board (where applicable) etc.

S#	Name of Item	Funds allocated	Bid Fee In (Rupees) (non-refundable)	Last date of purchasing / downloading of bid document through Office / EPADS / Sindh Prisons website	Last date of submission of bid document on EPADS website	Opening date of bid documents through EPADS website
i.	Plant & Machinery items	Rs.1 million	Rs.1000/-	<u>05.05.2025</u> upto 10:00 a.m	<u>05.05.2025</u> upto 11:00 a.m	<u>05.05.2025</u> 12:00 noon

- Quantity of above mentioned store can be increased or decreased according to SPPRA Rules 2010 (amended upto-date).
- Technical Proposal shall contain original bid document purchase by the bidder and each page should be signed & sealed.
- All the bidders shall have to upload & deposit earnest money at **Rs.3%** of the estimated value of their offer in shape of Pay Order / Demand Draft in favour of D.I.G Prisons Karachi Region 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 30.06.2025. 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.
- Bid shall comprise according to Single Stage Two Envelope Procedure as per Rule No.46(2) of SPPRA Rules 2010 (amended upto-date).
- 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 /



[Handwritten signature and initials]

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 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 be considered 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 D.I.G Prisons Karachi Region.
- 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 at office of the D.I.G Prisons Karachi Region.
- 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 according to Single Stage Two Envelope Procedure as per Rule No.46(2) of SPPRA Rules 2010 (amended upto-date).



BID DOCUMENT

Procurement of PLANT & MACHINERY ITEMS for Sindh Prisons & Corrections Service for the year 2024-2025

Page 5 of 28

Initially on the date of opening of bid document, only the “**TECHNICAL PROPOSAL**” shall be opened through SPPRA E-Pads website.

The “**FINANCIAL PROPOSAL**” shall be retained without being opened and opened after evaluation of technical proposal). Date of opening of the financial proposals will be announced later on.

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 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 not be entertained of the respective bidders.

The bid found most advantageous bid (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 / bank guarantee certificate 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 / bank guarantee certificate without showing amount with technical bid (must be uploaded on SPPRA E-Pads website) and original bid security must be submitted on or before submission date at office of the Inspector General of Prisons Sindh Karachi in sealed envelope**). The bid security shall be in favor of Deputy Inspector General of Prisons 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 D.I.G Prisons Karachi Region.



- **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 in shape of pay order / demand draft in favour of Deputy Inspector General of Prisons Karachi.

The Performance Security shall be retained by the D.I.G Prisons Karachi Region till satisfactorily supply of complete store, inspection and laboratory test.

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 the 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 total per unit in Pakistani Rupees. 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 2025 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.



BID DOCUMENT

Procurement of PLANT & MACHINERY ITEMS for Sindh Prisons & Corrections Service for the year 2024-2025

Page 7 of 28



Handwritten initials and a signature in blue ink.

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 & 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 12 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 **office of the D.I.G Prisons Karachi Region.**

10. Rights of the Procurement Committee

The Procurement Committee of Sindh Prisons & Corrections Service 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 & 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.



Handwritten signatures and initials in blue ink, including a large 'A' and a signature that appears to be 'J. J.'

Technical and Financial Evaluation based on following mandatory documents to be uploaded on the E-Pads SPPRA website in the relevant field.

Note: Uploaded documents must be index-wise, clear scanned, searchable PDF format.

S#	Document Description	Yes / No	Page #
i.	Original bidding 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 submitted at office of the Inspector General of Prisons Sindh Karachi on or before the last fixed date & time and copy of the same should be uploaded on SPPRA E-Pads website)		
iii.	Income Tax Certificate (Active)		
iv.	GST Registration Certificate (Active)		
v.	Latest Professional Tax certificate 2024-2025		
vi.	Bidder's / Company profile		
vii.	Relevant supplying experience of 03 years		
viii.	Income Tax Return of last 03 years (2021-2022, 2022-2023, 2023-2024)		
ix.	Bank Statement showing turnover of last three years i.e. 2021-2022, 2022-2023 & 2023-2024 average annually turnover should be Rs.2 million.		
x.	Technical proposal / specifications on bidder's letterhead		
xi.	Manufacturer's Authorization certificate		
xii.	Original Broachers of the quoted item (if available)		
xiii.	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 # 19)		

Note: If bidder(s) fails to upload any of the above mentioned mandatory document(s) on the date & time of submission of tender on E-Pads SPPRA website, he shall be automatically disqualified for opening his financial proposal 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 bidder's bid.

13. Errors in the Bids

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

If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the **unit price** shall prevail and the Procurement Committee shall correct the total price.

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.



Handwritten signature in blue ink.

Handwritten signature in blue ink.



Bid Data Sheet

The following specific data for “Supply of Plant & Machinery 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 Plant & Machinery items for the year 2024-2025
•	Method of Procurement: Single stage two envelope procedure
Bid Price and Currency	
•	Prices 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 05.05.2025 at 11:00 a.m
•	Date of opening: 05.05.2025 at 12:00 noon
•	Bid Evaluation: Most advantageous bid (least cost) which shall conform with the technical specification and terms & conditions.
•	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 15 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-V of Sindh Prisons & Corrections Service.
- 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 & Corrections Service.
- 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 end user i.e. D.I.G Prisons Karachi Region 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;



Handwritten signatures in blue ink, including a large 'A' and other illegible marks.



- 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 acceptance letter, the successful bidder will be required to sign an agreement with the D.I.G Prisons Karachi Region 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 items should be submitted as & when Procurement Committee called for examining / demonstration purpose.

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 & Corrections Service at **office of the D.I.G Prisons Karachi Region**. 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 **office of the D.I.G Prisons Karachi Region** and ensure safe & secure delivery and shall obtain certificate (delivery challan) from the said office 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 office of the D.I.G Prisons Karachi Region, 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 & Corrections Service.

11. Period of Guarantee / Warranty

- a) The term period of warranty mean the period of **twelve (12) months** from the date on which the Stores have been put into operation and demonstrated to the Sindh Prisons & Corrections Service. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.
- b) During the period of warranty / guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the said Stores upon receiving written notice from the Department; the notice shall indicate in what respect the Stores are faulty.
- c) The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material, equipment as are needed for satisfactory operation of the Stores at the Prisons premises.

12. Breach of Contract

In case of breach of warranty / guarantee or Contract, the damages suffered by the Sindh Prisons & Corrections Service 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.

13. 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:

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.



Handwritten signature in blue ink, appearing to be 'L.P.' with a flourish below it.



14. 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.

15. 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.

16. 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 / Procuring Agency 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 Sindh Prisons & C.S may terminate the Contract according to the terms & conditions of Contract.

17. 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.

18. 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 D.I.G Prisons Karachi Region has right to terminate the contract impose liquidity damages and other remedial measures as provided in the contract agreement.



19. 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.

20. 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.

21. 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 & Corrections Service 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 & Corrections Service to pay for the alterations, amendments, variations etc. not ordered in writing by the Sindh Prisons & Corrections Service 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 & Corrections Service 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 & Corrections Service.

22. Withholding Tax, Sales Tax and other Taxes

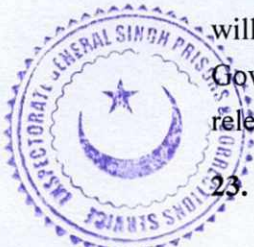
The Contractor is hereby informed that the Government shall deducted tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any Contractor who signs a contract with the Sindh Prisons & Corrections Service. The Contractor will be responsible for all taxes 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.

23. 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 contract value.**

24. Payments Due from the Contractor

All costs, ascertained damages or expenses for which under the Contract that Contractor is liable to the Sindh Prisons & Corrections Service 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 other wise from the Contractor.



Handwritten signatures in blue ink, including a large stylized signature and several smaller ones below it.



25. 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.

26. 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.

27. 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.



Handwritten blue ink signatures and initials.



ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2025, by and between the D.I.G Prisons Karachi Region, 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 D.I.G Prisons Karachi Region, 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.

3. In consideration of the payment to be made to the Party No.2, the **Party No.2** hereby covenants with the D.I.G Prisons Karachi Region to supply and deliver the stores in conformity in all respects of the Contract.



(Handwritten signatures in blue ink)



4. The D.I.G Prisons Karachi Region hereby covenants to pay the contractor in consideration of the supply and delivery, the contract price in the manner prescribed by the contract and approved by the D.I.G Prisons Karachi Region.

In witness Thereof the parties have hereunto set their respective hands and seals, the day month and year above written.

**D.I.G Prisons
Karachi Region**

WITNESSES OF PARTY NO.1:

Witness No. 1: Signature _____

Name: _____

Designation: _____

witness No. 2: Signature: _____

Name: _____

Designation: _____

CONTRACTOR

WITNESSES OF PARTY NO.2:

Witness No. 1: Signature: _____

Name: _____

Designation: _____

Witness No. 2: Signature: _____

Name: _____

Designation: _____



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
[Government / Semi Govt. / Private]
of 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 # _____



BID DOCUMENT

Procurement of PLANT & MACHINERY ITEMS for Sindh Prisons & Corrections Service for the year 2024-2025

Page 19 of 28

Form of Bid
(Letter Of Offer)

Bid Reference No. IGP/LS/2025/_____

Dated _____

Name of Contract: **PURCHASE OF PLANT & MACHINERY ITEMS**

The D.I.G Prisons
Karachi Region.

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 3 of the Instructions to Bidders in the amount of Rs. _____ (in words and figures) drawn in favor of or made payable to D.I.G Prisons Karachi Region 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.

We undertake, if our Bid is accepted, to execute the Contract Performance Security referred to in Clause 3 of the Instructions to Bidders for due performance of the Contract.

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 _____ 2025

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: _____

Sup
A
C



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 D.I.G Prisons 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 _____, 2025 _____

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 _____ 2025, 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

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]



PERFORMANCE SECURITY FORM (Applicable in case of bank guarantee)

To,

The D.I.G Prisons Karachi Region

WHEREAS (Name of the Contractor)

Hereinafter called "the Contractor" has undertaken, in pursuance of the bid for the purchase of hardware including "_____", dated ____ 2025, (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 _____ 2025, 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.



[Handwritten signature]

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	
C.N.I.C #		
Postal Address		
Telephone No. (Landline No. & Cell No.)		
Fax No.		
Email Address of bidder		
Email address & Contact # of bank must be provided who prepared bid security		
Authorized Person	Owner / Representative	
	Name	
	Designation	
	C.N.I.C #	
	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)		



[Handwritten signature]

[Handwritten signature]



TECHNICAL PROPOSAL FORM ANNEXURE "F"

REQUIREMENT OF PLANT & MACHINERY ITEMS FOR SINDH PRISONS & CORRECTIONS SERVICE FOR THE YEAR 2024-2025

S#	DESCRIPTION / SPECIFICATION REQUIRED	Quantity	SPECIFICATION OFFERS
1.	<p>Kenwood KEI 2443FHI E-Imperial Floor Standing AC 2 Ton Heat & Cool Inverter or Equivalent</p> <p>Main Features Capacity: 2.0 Ton Type: Inverter Floor Standing AC Refrigerant: R410A Cooling Capacity (BTU): 24000 Heating Capacity (BTU): 24000 Power Input: 2.5 kW Power Supply: 1/220-230/50 Air Volume (m³/h): 1150 Indoor Noise Level (dB (A)): 36-45 Outdoor Noise Level (dB (A)): 52 Running Current (A) Cooling: 9.6 Running Current (A) Heating: 11 Auto Restart: Yes Condenser: Gold Fin Condenser Warranty: 3 Years with service</p>	03 No.	
2.	<p>Dawlance Water Dispenser Model 1051 Three Taps Glass Door Cloud White Or Equivalent</p> <p>Main Features Color: White Number of Taps: 3 Voltage / Frequency: 220-240V~ 50Hz, 1Ph Cooling Capacity: 2.5 L/hr Heating Capacity: 5 L/hr Cold Water Tank Capacity: 3.5 Liters Hot Water Tank Capacity: 1.6 Liters Cold Water Temperature: 7-10 C Hot Water Temperature: 85-95 C Weight: 17.25 kg Dispenser + Refrigerator: Yes Easy Water Dispensing: Yes Child Safety Lock: Yes 01 year warranty with service</p>	02 No.	

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 _____

NOTE: Bidders are required to submit their proposal for all above listed items. Partial bids or item-wise offers will not be considered.



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 PLANT & MACHINERY 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]

