

**WAFAQI MOHTASIB (OMBUDSMAN)'S SECRETARIAT
KARACHI**



**BIDDING DOCUMENTS FOR PROCUREMENT
OF
FURNITURE AND FIXTURE ITEMS THROUGH
e-PAK ACQUISITION AND DISPOSAL SYSTEM (EPADS)
FOR THE FINANCIAL YEAR 2024-2025**

March, 2025

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SECTION 1

Invitation to Bid

SECTION II

Instructions to Bidders

Bidders are advised to read the contents of the Instruction to Bidders carefully

1. **Scope of Bid**
 - 1.1 The office of Wafaqi Mohtasib Secretariat Karachi invites e-bids through PPRA's EPADS portal for supply of **Furniture & Fixture items** as specified in detail in the Schedule of Requirements along with Technical Specifications.
2. **Eligible Bidders**
 - 2.1 This invitation for Bids is open to all original/ manufacturers/ their **authorized** agents/ suppliers and in case of Imported goods their **authorized** agents/ importers/ suppliers in Pakistan for supply of Goods who must be registered (NTN, GST, on Active Tax payers List of FBR etc). The bidder should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS) in order to participate in the subject tender for the procurement of items as mentioned below. **Interested bidder can register themselves electronically on EPADS through <https://eprocure.gov.pk>.**
 - 2.2 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**. Bidders blacklisted by any Government (Federal/Provincial or Local) or a public sector organization are also **NOT ELIGIBLE**.
3. **Corruption and Fraud**
 - 3.1 The Government of Pakistan defines Corrupt and Fraudulent Practices as "corrupt and fraudulent practices" which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty".

The Bidding Procedure

4. **The Governing Rules**
 - 4.1 The Bidding procedure shall be governed by the Public Procurement Rules-2004 issued and amended time to time, by the Public Procurement Regulatory Authority (PPRA).

5. **Applicable Bidding Procedure**

5.1 The bidding procedure is governed by Public Procurement Rule 36 “Procedures of Open Competitive Bidding” sub-rule (b) **“Single stage – Two Envelop procedure”**. Bidders are advised also to refer to the Invitation for Bids at **Page 4** to confirm the Bidding procedure applicable in the present bidding process.

5.2 The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: Two Envelope Procedure

i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the **Financial Bid** and the **Technical Bid**;

ii) The envelopes shall be marked as **“FINANCIAL BID”** and **“TECHNICAL BID”** in bold and legible letters to avoid confusion;

iii) Initially, only the envelope marked as **“TECHNICAL BID”** shall be opened in the office of Wafaqi Mohtasib Secretariat Karachi on the date and time prefixed in the Invitation for Bids (IFB)/ Notice for receipt/submission of bids in the presence of the bidders or their authorized representatives, who may choose to be present.

iv) The envelope marked as **“FINANCIAL BID”** shall be retained in the custody of Procuring Agency without being opened;

v) The Procuring Agency shall first establish the “Eligibility” and then evaluate the technical Bid conforming the compliance of the offered item’s technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any Bid which shall not conform to the specified requirements;

vi) During the technical evaluation no amendments in the technical Bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

vi) The **“FINANCIAL BIDS”** of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance within the bid validity period;

vii) The Financial Bid of ineligible and/or technically non-responsive bidders shall be returned un-opened to the respective Bidders subsequent to the announcement of “Bid Evaluation Report” (BER); and

viii) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

Preparation of Bids

6. Documents comprising the Bids.

6.1 The Bid shall comprise the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in the bidding document.

6.2 The Bidder shall complete the Bid and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

7. Bid Price

7.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, he proposes to supply under the Contract.

7.2 Form prescribed for quoting of prices, should be typed and printed on the bidder’s letterhead. Any alteration/correction must be initiated. Every page of the bid is to be signed and stamped at the bottom.

7.3 The Bidder should quote the prices of goods according to the technical specifications as provided in **Section III** of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

7.4 The Bidder is required to offer a competitive price. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.

7.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

7.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity

offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.

7.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

8. **Bid Currencies** 8.1 Prices shall be quoted in Pak Rupees.
9. **Supporting Documents to judge specification** 9.1 **The bidder shall provide the leaflets/brochures/catalogues of quoted products with the bid.**
10. **Documentation on Eligibility of Bidders** 10.1 Bidder shall furnish, as part of its bid (along with Bid Form & Price Schedule) the documentary evidence mentioned in the eligibility criteria for the Bidder's eligibility and its qualifications to perform the Contract if his bid is accepted:-
- a) Minimum three (03) years of experience in supplying of quoted items having proper Outlet/Office,
 - b) Duly authorized by the Manufacturer/ Principal of Leading Brands (Authorization Letter shall be provided),
 - c) Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,
The bidder should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS).
 - d) Affidavit duly attested by the Oath Commissioner/ Notary Public to the effect that the respective bidder is not black listed by any Government (Federal, Provincial or Local) or a public sector organization.
 - e) Manufacturer's warranty (One year).

Details are covered in the Eligibility criteria.

11. Bid Security

11.1 The Bidder shall furnish, as part of its bid, a fixed Bid Security as under:

Lot No.	Description	Bid Security in Rs.
1.	Officer Revolving Chair	25,200
2.	Officer Table	18,000
3.	Computer Chair	3600
4.	Computer Table	7000
5.	Staff Chairs	4560
6.	Steel Benches (3 seator)	4800
7.	Sofa-set two Seater	10,000
8.	Side rack (shelf)	3000

In Pak Rs..... the shape of pay order/demand draft/ call deposit in the name of DDO, Wafaqi Mohtasib Secretariat, Karachi. Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.

11.2 The Bid Security (in the shape of pay order/demand draft/ call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.

11.3 The successful Bidder's Bid Security shall be discharged upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the Performance /bank guarantee by the office of Wafaqi Mohtasib Secretariat with the Bank of the successful bidder.

11.4 The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity;

Or

(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).

12. Bid Validity

12.1 Bids shall remain valid for 90 days after the date of opening of technical bid prescribed by the Procuring Agency. A bid having validity for a shorter period shall be rejected by the Procuring Agency as non-responsive.

12.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

12.3 Bidders who;

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

Submission of Bids

13. **Deadline for Submission of Bids**

13.1 Bids must be submitted by the Bidder and received by the Procuring Agency on / or before 04/04/2025 at 11:30 AM.
Bids received later than the time and date specified will stand summarily rejected.

13.2 PPRA Rules 2004 Clause 27" Where a procuring agency has already prescribed a deadline for the submission of bids and due to any reason the procuring agency finds it necessary to extend such deadline, it shall do so only after recording its reasons in writing and in an equal opportunity manner. Advertisement of such extension in time shall be done in a manner similar to the original advertisement".

14 **Late Bids**

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

15 **Withdrawal of Bids** 15.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.

Opening and Evaluation of Bids

16. **Opening & Evaluation of Technical & Financial Bid by the Procuring Agency**

16.1 The "Technical Bids" received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives who may choose to be present **at the office of Wafaqi Mohtasib Secretariat Karachi on 04/04/2025 at 12:00 noon.** No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.

16.2 All Bidders in attendance shall sign an attendance sheet.

16.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically Clauses: 14, 19, 20, 21 & 22. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical Bids and Bid Security for Financial Bids. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

16.4 The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.

16.5 The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publically on a specified date, time and venue which shall be communicated to the bidders **at the time of opening of technical bids.**

16.6 The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any

other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).

16.7 In the Financial Bids the arithmetical errors shall be rectified on the following basis:-

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

If there is a discrepancy between words and figures, the amount in words shall prevail.

17. **Rejection of Bids**

17.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. The Procuring Agency may upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

17.2 Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.

17.3 Conditional or incomplete bid/bids shall be rejected.

17.4 The bid/bids received with over-writing, cutting and doubtful figure shall be rejected.

17.5 The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards Bidders who have submitted bids.

17.6 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

18. **Re-Bidding**

18.1 If the Procuring Agency rejected all bids under PPRA Rules 33 it may call for a re-bidding.

18.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

19. **Announcement of Evaluation Report**

19.1 Announcement of Evaluation Report will be as per PPRA Rule 2004

20. **Contacting the Procuring Agency**

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

20.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

21. **Acceptance of Bid and Award Criteria**

21.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in **Section IV** and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.

22. **Notification of Award**

22.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that his bid has been accepted.

22.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

22.3 The enforcement of the Contract shall be governed by Rule 44 of the PPR-2004.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Schedule of Requirements:

The equipment shall be delivered and installed in accordance with the following schedule of requirements:-

S. No	Milestone	Time Period
1 (a)	Supply of equipment	Within three weeks from the date of issuance of purchase order.

List of items with Lots No

S. No.	Name of Items	Quantity
1.	Officer Revolving Chair	07 No.
2.	Officer Table	05 No.
3.	Computer Chair	03 No.
4.	Computer Table	07 No.
5.	Staff Chairs	12 No.
6.	Steel Benches (3 seator)	25 No.
7.	Sofa-set two Seater	05 No.
8.	Side rack (shelf)	03 No.

Note: i. All the quoted equipment should be recognized/reowned brands. The Wafaqi Mohtasib Secretariat can increase/decrease the quantity of items.

ii. The quoted price should include the delivery charges. No extra charges will be paid.

TECHNICAL SPECIFICATION OF ITEMS

Officer Revolving Chair

(Total Quantity = 07)

LOT NO. 1

OFFICE FURNITURE FOR WAFaqI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Officer Revolving Chair	1800 Reclining Designed in PU leather Height Adjustable (Gas Lift) Tilting Mechanism with Position Lock Chromed Base 360 Rotation Lumbar Back Support Size: <ul style="list-style-type: none">• 26 W x 19 D x 46 H (Inches)• 680 W x 500 D x 1185 H (mm)	07				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

Company Seal

TECHNICAL SPECIFICATION OF ITEMS

OFFICER TABLE
(Total Quantity = 05)
LOT NO. 2

OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Officer Table with side rack	Make : Wooden Handle : Metal Size : 72 inches Width : 36 inches Height : 30inches <u>Side Rack:</u> Side rack Three drawers one with lock options and keyboard arrangement Structure made of veneer pressed on particle board + solid wood + polish finish.	05				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

Company Seal

TECHNICAL SPECIFICATION OF ITEMS

COMPUTER CHAIR

(Total Quantity = 03

LOT NO. 3

OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Computer Chair	Seat in Fabric/ Rexine Back in mesh. 600mm density foam. Fixed Arm rest. Intensified tilt-able Mechanism. SGS certified gas lift. 300mm chrome base. 50mm pu castor. Double lever lock. Width 25 inches Depth 21 inches Seat Height 23 inches Height 24 inches (Varies minimum & Maximum level)	03				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

Company Seal

TECHNICAL SPECIFICATION OF ITEMS

COMPUTER TABLE

(Total Quantity = 07

LOT NO. 4

OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Computer Table	Make : Wooden Height : 46-48inches Width : 23-24inches Depth : 19 ½ inches Dimension : 30 inches Appearance : Modern Two drawers one with lock options & keyboard arrangement.	07				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

Company Seal

TECHNICAL SPECIFICATION OF ITEMS

STAFF CHAIRS
(Total Quantity = 12
LOT NO. 5

OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Staff Chairs	leather Padded Seat & back Wooden base with. Polish Finish Size: <ul style="list-style-type: none">• 24 W x 22 D x 37 H (Inches)• 625 W x 560 D x 950 H (mm)	12				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

Company Seal

TECHNICAL SPECIFICATION OF ITEMS

SILVER STEEL BENCHES (3 SEATOR)

(Total Quantity = 25

LOT NO. 6

OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Silver Steel Benches (3 seator)	<ul style="list-style-type: none">Perforated Sheet M.S. SheetSolid Aluminum alloy Armrest and legsSet of 3 seatsFinish: Pretreated & Epoxy Powder CoatedOptional Accessories : Cushioned Top, Hand rest	25				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

Company Seal

TECHNICAL SPECIFICATION OF ITEMS

SOFA-SET (TWO SEATOR)

(Total Quantity = 05

LOT NO. 7

OFFICE FURNITURE FOR WAFaqI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Sofaset (2 seator)	<u>TWO SEATOR</u> Classic design with traditional elements such as deep button tufting and scrolled arms. Size: <ul style="list-style-type: none">• 73 W x 38 D x 32 H (Inches)• 1857 W x 968 D x 813 H (mm)• Leather tufted upholstery• Mahogany wood legs with polish finish• Acacia wood structure	05				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

Company Seal

TECHNICAL SPECIFICATION OF ITEMS

SIDE RACK - SHELF

(Total Quantity = 03

LOT NO. 8

OFFICE FURNITURE FOR WAFaqI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Side Rack (shelf)	Height : 2200mm Weight : 1020mm Depth : 706mm Lock type : central lock No. of shelves : 5 pcs No. of drawers : 4 pcs Shelf material : steel Max. shelf load : 250kg Weight : 200.5 kg Internal Fitting: 3 universal shelves, 2 adjustable shelves, 4 drawers (height 150/200/250/300mm) 1 rear panel, 2 side panels	03				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

Company Seal

SECTION IV

EVALUATION CRITERIA

Evaluation Criteria:

Evaluation will be done on the basis of following parameters for eligibility of the Bidder:-

(i) Preliminary evaluation

1. NTN Certificate and GST Certificate.
2. On Active Tax Payers List of FBR.
3. Registered suppliers on the e-Pak Acquisition & Disposal System (EPADS).
4. Complete Company profile.
5. Authorization letter from the principal (OEM).
6. Minimum three (3) years' experience.
7. Bid Validity period of 90 days.
8. Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization/ Division/ Ministry.
9. Compliance with Technical Specifications (Yes/No).
10. Original Bidding Documents duly signed/ stamped.

(ii) Technical Evaluation

- a. After the 100% compliance of preliminary evaluation, WMS will evaluate the bids on the basis of their compliance with technical compatibility of items. Bids technical evaluation shall be subject to 100% compliance of Technical Specification.
- b. All the bids received will be evaluated by a Technical Evaluation Committee constituted by the competent authority. The committee will conduct detailed technical evaluation, compliance to given specifications and terms and conditions. Bids with major deviations and technical deficiencies and allied absence of required information will be rejected.

(iii) Technical Qualified Bidder/ Vendor

The bidder who will qualify the basic evaluation and technical evaluation will be the "Technically Qualified" bidder/vendor

(iv) Selection of Best Evaluated Bidder

The best evaluated bidder is the bidder with the lowest financial bid with 100% compliance of technical specification

- (v)** Unit price will prevail in the case of calculation errors. If there is a discrepancy between word and figure, the amount in word shall prevail.

- (vi)** The decision of the Purchase Committee/ Competent Authority shall be final.

SECTION V

BID FORM

FINANCIAL BID FORM-04

Price Schedule

User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Bid.

Name of the Firm:

Bid Ref. No:-----

Date of opening of Bid.

S. No.	Name of Item	Unit Price Inclusive of all applicable taxes	Qty.	Final Total Price (Inclusive of all applicable taxes)
1	2	3	4	5 (3*4)
Total Price of (Inclusive of all applicable taxes)				

Note: The quoted price should include the delivery/installation charges.

FINAL TOTAL PRICE (in words):-----

Signature:-----

Designation:-----

Date:-----

Official Stamp:-----

BID FORM-05

Performance Guarantee

To: The Director (Admn),

Wafaqi Mohtasib Secretariat Karachi

Whereas [*Name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*number*] dated [*date*] to supply [*description of goods*] (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank **for the sum of 10% of the total Contract amount as a Security** for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the _____ day of _____, 2025

Signature and Seal of the Guarantors/ Bank

Address

Date

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Definitions

The Purchaser is: Wafaqi Mohtasib Secretariat, Karachi

The Project Site is: Wafaqi Mohtasib Secretariat, Karachi

2. Inspection and Tests

i. After delivery of goods at the Purchaser's premises, the Purchaser shall inspect the quantity, quality, specifications of goods.

ii. The Inspection Committee of Wafaqi Mohtasib Secretariat, Karachi will carry out detailed physical examination of stocks and can reject, any

item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

3. Packing

Packing & accessories: All the items to be provided in proper company packing with brochures and CDs.

4. Transportation and delivery requirements

i. The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.

ii. The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.

iii. All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

5. Warranty

The minimum warranty period of the supplied goods shall be one year from the date of delivery of the supplies at the purchaser's premises.

6. Payments

Payment to the successful bidder/Supplier will be made subject to:

- Satisfactory delivery, inspection.
- Upon submission of required documents.
- 100% payments will be made after successful testing and through cross cheque by AGPR Karachi.

General Conditions of Contract (GCC)

1. Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated:
		(a) "The Contract" means the agreement entered into between the Purchaser (Wafaqi Mohtasib Secretariat Karachi and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations
		(c) "The Goods" means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.
		(d) "The Services" means those services ancillary to the supply of the goods, such as transportation of goods upto the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
		(e) "GCC" means the General Conditions of Contract contained in this section.
		(f) "SCC" means Special Conditions of the Contract.
		(g) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.
		(h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
		(i) "The Project Site", where applicable, mean the place or places named in the SCC.
		(j) "Day" means calendar day.
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract
3. Standards	3.1	The Goods supplied under this Contract against the "Purchase Order", shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
4. Inspections and Tests	4.1	The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.
	4.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

	4.3	Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser
	4.4	The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.
	4.5	4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract
5. Packing	5.1	5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	5.2	5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
6. Delivery & Documents	6.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.
7. Transportation	7.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price
8. Warranty	8.1	The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination
	8.2	This warranty shall remain valid for minimum one year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract
	8.3	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
	8.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser

	8.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
9. Payment	9.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	9.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract
	9.3	Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	9.4	The currency of payment is Pak. Rupees
10. Prices	10.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be
11. Change Orders	11.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of packing; (c) the place of delivery
	11.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.
12. Contract Amendments	12.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties
13. Assignment	13.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
14. Delays in the Supplier's Performance	14.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	14.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	14.3	Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the

		Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.
15. Liquidated Damages	15.1	Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.
16. Termination for Default	16.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p>
	16.2	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
17. Force Majeure	17.1	Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay

		in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	17.2	For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	17.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18. Resolution of Disputes	18.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	18.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.
19. Governing Language	19.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20. Applicable Law	20.1	The Contract shall be interpreted in accordance with the laws of the country.
21. Notices	21.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.
	21.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
22. Taxes and Duties	22.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
End of the Contract		

AGREEMENT**On stamp paper**

This agreement is made the -----day of ----- 2025 between **Wafaqi Mohtasib (Ombudsman)'s Secretariat, Regional Office, Karachi** (hereinafter called the purchaser) and **M/S _____** (hereinafter called "the supplier/vendor"), whenever the context as permits shall be deemed to include his legal representatives, and assigns) of the one part and the purchaser of the other part.

Whereas the supplier/ vendor has agreed to supply the following equipment/ items with reference to Wafaqi Mohtasib Secretariat's Award of Contract No. _____. Total value of the contract is Rs. _____ (Rupees _____ Only), break up of which is as under:

S.No.	Items Description	Qty.	Unit Price with GST	Price of total quantity with GST

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

- 1.** In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.** The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Purchaser's Notification to the Supplier of Award of Contract (Supply Order);
 - (b) The Form of Bid and the Price Schedules submitted by the Supplier;
 - (c) The Special Conditions of Contract;
 - (d) The General Conditions of Contract;
 - (e) The Schedule to Bid (requirement);
 - (e) Specifications (if any);

3. Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

- a) Inspection and Tests.**
 - (i)** After delivery of goods at the purchaser's premises, the purchaser shall inspect the quantity, quality specifications of goods.
 - (ii)** The Inspection Committee of Wafaqi Mohtasib Secretariat, Regional Office, Karachi will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the supplier will also be responsible to replace the same without any further charges.

b) Packing & accessories (i) All the items to be provided in proper company packing with brochures and CDs.

c) Transportation and delivery requirements. i) the bidder shall deliver the supplies at the destinations mentioned in the schedule of requirement in scratch-less condition with all the manufacturer supplied accessories.

ii) The supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.

iii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the suppliers.

d). Warranty. The warranty period (if any of the items is) of the supplied goods shall be one year from the date of delivery of the supplies at the purchaser’s premises.

g) Payments. Payment to the successful bidder/Supplier will be made subject to:

- Satisfactory delivery of items as per approved sample.
- 100% payments on delivery of items will be made through cross cheque by AGPR Karachi.
- Payment of GST and other taxes etc. is the responsibility of the firms. If any item is exempted from GST, documentary proof is required to be furnished.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of PPRA Rules 2004 on the day, month and year indicated above.

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

Signed, sealed and delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

END OF THE CONTRACT

