

Sindh Public Procurement Regulatory Authority

Bidding Documents

For National Competitive Bidding Pakistan

“Procurement of 125 biometric scanner devices compatible with IBSM template for fingerprints matching and able to integrate with our existing android application (Sindh School Monitoring System (SSMS)) with one year replacement warranty and two years after sale service”

**Directorate General Of (Monitoring and Evaluation)
SCHOOL EDUCATION & LITERACY DEPARTMENT
GOVERNMENT OF SINDH**

PART-A (FIXED)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

Preface

These Bidding Documents have been prepared for use by Procuring agencies and their implementing agencies in the procurement of goods / services through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.




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Part One - Section I. Instructions to Bidders

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Instructions to Bidders

A. Introduction

1. **Source of Funds**
 - 1.1 The Procuring agency has received /applied for loan/ grant/federal/provincial/local government funds from the Source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
 - 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods / services, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2. **Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods services to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
 - 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods / services are mined, grown, or produced, or the place from which the related services are supplied. Goods/ services are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods/ services and services is distinct from the nationality of the Bidder.

4. Cost of Bidding


4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents**5. Content of Bidding Documents**

5.1 the bidding documents include:


- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.



- 6. Clarification of Bidding Documents** 6.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents** 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid** 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Comprising the Bid** 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods/ services and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
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(d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods/ services to be supplied, a brief description of the goods/ services, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods/ services it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of

11.4 Facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its **Establishing Bidder's** qualifications to perform the contract if its bid is accepted.

Eligibility and**Qualification**

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:


- (a) that, in the case of a Bidder offering to supply goods/ services under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents
Establishing
Goods'
Eligibility and
Conformity to
Bidding
Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
 - (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those
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specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
- (b) Irrevocable encashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 2

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:


- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.
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**16. Period of
Validity of
Bid**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and
Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
 - 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
 - 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
 - 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
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D. Submission of Bids**18. Sealing and Marking of Bids**

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.



**21. Modification and
Withdrawal of
Bids**

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. By a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids**22. Opening of Bids
by the Procuring
agency**

- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.

**23. Clarification
of Bids**


- 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.



24. Preliminary Examination

- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. 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.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
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25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause.

25.4 :

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.5 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
- (b) *Delivery schedule.*
 - (i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. **Or**

(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

(ii) The SCC stipulates the payment schedule offered by

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the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the

Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- (ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price. **or**
- (iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

- (e) *Spare parts and after sales service facilities in the Procuring agency's country.*

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- (f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- (g) *Performance and productivity of the equipment.*

- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.


or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- (h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

| | |
|---------------------------------------------------------|----------|
| Evaluated price of the goods | 60 to 90 |
| Cost of common list spare parts | 0 to 20 |
| Technical features, and maintenance and operating costs | 0 to 20 |
| Availability of service and spare parts | 0 to 20 |
| Standardization | 0 to 20 |
| Total | 100 |

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Procuring agency

26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

26.2 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.

F. Award of Contract

27. Post- qualification

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.


28. AwardCriteria

- 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**29. Procuring
agency's Right to
Vary Quantities at
Time of Award**

- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**30. Procuring
agency's Right to
Accept any Bid
and to
Reject any or
All Bids**

- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
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31. Notification of Award

- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33**Performance Security**

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

- 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.



34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part One - Section II. General Conditions of Contract

II. General Conditions of Contract

1. GENERAL PROVISIONS

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| <p>1.1. Definitions</p> | <p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.</p> <p>b) "Procuring Agency PA" means the implementing department which signs the contract.</p> <p>c) "Service Provider" means the firm which will provide services under this contract and which signs the contract.</p> <p>d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>g) "Foreign Currency" means any currency other than the currency of the PA's country.</p> <p>h) "GC" means these General Conditions of Contract.</p> <p>i) "Government" means the Government of Sindh.</p> <p>j) "Local Currency" means Pak Rupees.</p> <p>k) "Member" means any of the entities that make up the joint venture/consortium / association, and "Members" means all these entities.</p> <p>l) "Party" means the PA or the Service Provider, as the case may be, and "Parties" means both of them.</p> <p>m) "Personnel" means persons hired by the Service Provider or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.</p> <p>n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>o) "Services" means the services to be performed by the Service Provider pursuant to this Contract, as described in the Terms of References.</p> <p>p) "Affiliates" means any person or entity to whom/which the Service Provider subcontracts any part of the Services.</p> <p>"In writing" means communicated in written form with proof of receipt</p> |
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| 1.2 Law of Governing Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law. |
| 1.3 Language | This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.4 Notices | 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC. |
| 1.5 Location | The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve. |
| 1.6 Authority of Member in Charge | In case the Service Provider consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Service Provider's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA. |
| 1.7 Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Service Provider may be taken or executed by the officials specified in the SC. |
| 1.8 Taxes and Duties | The Service Provider, Affiliates, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price. |

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| <p>1.9 Fraud and Corruption</p> | <p>(A) If the PA determines that the Service Provider and/or its Personnel, sub-contractors, Affiliates, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days' notice to the Service Provider, terminate the Service Provider's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010. Any personnel of the Service Provider who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub Clause 4.2.Integrity Pact.</p> <p>(B) If the Service Provider or any of his Affiliates, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Service Provider as to this Form of Contract, then the Client shall be entitled to:</p> <p>(a) recover from the Service Provider an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Service Provider or any of his Affiliate, agents or servants;</p> <p>(b) terminate the Contract; and</p> <p>(c) Recover from the Service Provider any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Service Provider or any of his Affiliate, agents or servants.</p> |
| | <p>On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Service Provider shall proceed in accordance with Sub- Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).</p> |

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

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| <p>2.1 Effectiveness of Contract</p> | <p>This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.</p> |
| <p>2.2 Commencement of Services</p> | <p>The Service Provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.</p> |
| <p>2.3 Expiration of Contract</p> | <p>Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.</p> |
| <p>2.4 Modifications or Variations</p> | <p>Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> |

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| 2.5 Force Majeure | The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties. |
| 2.5.2 No Breach of Contract | The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| 2.5.3 Extension of Time | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure |
| 2.5.4 Payments | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| 2.6 Termination | 2.6.1 By the PA |

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Service

Provider, and sixty (60) days' in the case of the event referred to in (e):

- (a) If the Service Provider does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Service Provider becomes insolvent or bankrupt.
- (c) If the Service Provider, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Service Provider(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Service Provider pursuant to this Contract without Service Providers fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
- (c) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.


2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Service Provider

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE SERVICE PROVIDER

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| <p>3.1 General</p> | <p>3.1.1 Standard of Performance</p> <p>The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub- Service Providers or third Parties.</p> |
| <p>3.2 Conflict of Interests</p> | <p>The Service Provider shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.1 Service Provider not to Benefit from Commissions, Discounts, etc.</p> <p>The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Affiliates, and agents of either of them similarly shall not receive any such additional payment.</p> <p>3.2.2 Service Provider and Affiliates not to be Otherwise Interested in Project</p> <p>The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider as well as any Affiliates and any entity affiliated with such Sub- Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project.</p> <p>3.2.3 Prohibition of Conflicting Activities</p> <p>The Service Provider shall not engage, and shall cause their</p> |
|  | <p>Personnel as well as their Affiliates and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p> |

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| 3.3 Confidentiality | Except with the prior written consent of the PA, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. |
| 3.4 Insurance to be Taken Out by the Service | The Service Provider (a) shall take out and maintain, and shall cause any Sub- Consultants to take out and maintain, at their (or the Affiliates", as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 3.5 Service Provider's Actions Requiring PA's Prior Approval | The Service Provider shall obtain the PA's prior approval in writing before any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C, and, (c) any other action that may be specified in the SC. |
| 3.6 Reporting Obligations | (a) The Service Provider shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix. |
| 3.7 Documents Prepared by the Service Provider to be the Property of the PA | (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the PA, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and (b) software. Restrictions about the future use of these documents, if any, shall be specified in the SC. |
| 3.8 Accounting, Inspection & Auditing | 3.8.1 The Service Provider shall keep, and shall cause its Sub Service Provider to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with |

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| | <p>internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs</p> <p>3.8.2 The Service Provider shall permit, and shall cause its Sub consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Service Provider's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.)</p> |
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4. SERVICE PROVIDER'S PERSONNEL

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| <p>4.1 Distribution of Personnel</p> | <p>The Service Provider shall employ and provide such qualified and experienced Personnel and Affiliates as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Affiliates listed by title as well as by name in Appendix C are hereby approved by the PA.</p> |
| <p>4.2 Removal and/or Replacement of Personnel</p> | <p>(a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications</p> <p>(b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> |

5. OBLIGATIONS OF THE PA

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| <p>5.1 Assistance and Exemptions</p> | <p>The PA shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SC.</p> |
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| 5.2 Change in the Applicable Law Related to Taxes & Duties | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be. |
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6. PAYMENT OF THE SERVICE PROVIDER

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| 6.1 Security | The Service Provider has to submit bid security and the performance security at the rate mention in SC. |
| 6.2 Lump-Sum Payment | The total payment due to the Service Provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4. |
| 6.3 Contract Price | The price payable in Pak Rupees/foreign currency/ is set forth in the SC. |
| 6.4 Payment for Additional Services | For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump- sum price is provided in Appendices D and E. |
| 6.5 Terms & Conditions of Payment | Payments will be made to the account of the Service Provider and according to the payment schedule stated in the SC. |

7. GOOD FAITH

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| 7.1 Good Faith | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
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9.SETTLEMENT OF DISPUTES

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| 8.1 Amicable Settlement | The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation |
| 8.2 Dispute Resolution | Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC. |

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.





**DIRECTORATE GENERAL OF MONITORING AND
EVALUATION (DG, M&E),**

*SCHOOL EDUCATION AND LITERACY DEPARTMENT,
GOVERNMENT OF SINDH*

BIDDING DOCUMENT

(PART-B)

“Procurement of 125 biometric scanner devices compatible with IBSM template for fingerprints matching and able to integrate with our existing android application (Sindh School Monitoring System (SSMS)) with one year replacement warranty and two years after sale service”

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SAMPLE FORMS

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**SECTION VII. ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS, AND SERVICES
IN GOVERNMENT -FINANCED PROCUREMENT**



Part Two: Section I. Notice Inviting Tender

Notice inviting tender shall be issued as an advertisement in at least three newspaper of general circulation in the Province of Sindh or Authorities web site as the case may be, allowing at least fifteen days for NCB and forty five days(45) ICB for bid preparation and submission.

NOTICE INVITING TENDER

NIT No. DG(M&E)SE&LD/Admin/2022/93

Date: 02-02-2022

The Directorate General (Monitoring and Evaluation) desires to invite sealed bids from the prospective manufacturers/suppliers or authorized distributors for "procurement of 125 biometric scanner devices compatible with IBSM template for fingerprints matching which is on IBSM TEMPLATE and integration of Procurement Agency's existing Sindh School Monitoring System (SSMS) android based application with its main database for the use of field staff of Directorate General (M&E), School Education and Literacy Department, Govt. of Sindh, as per details/specifications provided in the bid documents. The procurement agency also requires one year free repair / replacement services and after sale services of these devices for a period of 2 years.

The bidding will be conducted under Competitive Bidding pursuant to **"Single Stage One Envelope Procedure"** as per Sindh Public Procurement Rules 2010 (amended-2019) and is open to all those manufacturers/suppliers or authorized Distributors who meet the following minimum eligibility / qualification criteria:

- i. The bidder should be registered with relevant Tax & Sale Tax Departments of the Govt. of Pakistan or Govt. of Sindh. Following evidence documents are required:
 - Copy of Sales/Service tax Registration Certificate required from FBR (must).
 - Copy of Services tax Registration Certificate required from SRB (must).
 - Copy of National Tax Registration Certificate required from FBR (must)
 - Copy of Tax Exemption Certificate required (if applicable).
 - ii. The bidder should have minimum 05 years of experience in supplying / implementation of IoT based solution of similar nature projects (provide atleast three (03) work orders / purchase orders of supply in organizations (public/private).
 - iii. The bidder should also have minimum 05 years of experience of providing after sale service of IoT based solutions similar nature projects (provide atleast three (03) work orders / purchase orders of service in organizations (public/private).
 - iv. The bidder must not have been blacklisted by any government / semi-government / private Organization (Affidavit/Bond (to be provided on stamp paper of Rs. 100/-) to this effect is must).
 - v. The bidding Firm must have average annual turnover of RS.10 Million for last three (3) years.
2. The rates quoted must remain valid for a period of three months after opening of the bids. Bid Security of 3% of the bid amount in the form of Pay Order / Bank Draft drawn in favour of "Director General (M&E), School Education& Literacy Department" must be accompanied by Financial Proposal in the sealed envelope.

3. Interested eligible bidders may obtain further information available in the bid document, hoisted on the website www.sindheducation.gov.pk and SPPRA website ppms.pprasindh.gov.pk or obtain the bidding document on submission of a written application from the address given below from 9:00 am to 5:00 pm (free of cost) after the publication of this notice till closing thereof. Only those bidders will be declared valid to participate who have submitted the bids on or before the closing date and time.

4. Complete Bids i.e. both technical and financial proposals in single envelope (clearly marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL") with all the relevant and valid documents must be delivered at the address below on or before **22nd February, 2022 at 03:00 pm**. Bids will be opened in presence of the bidders or their representatives, who choose to attend, **at 03:30 pm on the same day** at following address. Incomplete and conditional bids will be rejected and not entertained.

Assistant Director (Admin),
Directorate of Monitoring and Evaluation,
School Education and Literacy Department,
Government of Sindh,
Bungalow No.C-98, Opposite Ziauddin Hospital,
Block-2 Clifton Karachi
Phone: +92 21 99332901-5

Section II. Bid Data Sheet

Section II is intended to assist the Procuring agency in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Part one Section I, and has to be prepared for each specific procurement.

The Procuring agency should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Procuring agency, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section II, the following aspects should be checked:

- (a) *Information that specifies and complements provisions of Part One Section I must be incorporated.*
- (b) *Amendments and/or supplements, if any, to provisions of Part One Section I as necessitated by the circumstances of the specific procurement, must also be incorporated.*

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

| Introduction | |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 1.1 | Directorate of Monitoring & Evaluation (M&E), School Education & Literacy Department (SELD), Government of Sindh. |
| ITB 1.2 | N.A |
| ITB 1.3 | Procurement of 125 biometric scanner devices compatible with IBSM template for fingerprints matching and able to integrate our existing android application (Sindh School Monitoring System (SSMS)) for collecting data from the field with one year replacement warranty and two years' after sale service. |
| ITB 4.1 | School Education & Literacy Department, Government of Sindh. |
| ITB 6.1 | Bungalow No.C-98,Opposite Zia-ud-dinHospital,Block-2 Clifton Karachi Phone: +92 21 99332901-5 |
| ITB 8.1 | English |
| Bid Price and Currency | |
| ITB 11.2 | The price including of all taxes quoted shall be PKR |
| ITB 11.5 | The price shall be fixed, |

| | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 13.3 (d) | <p>Qualification requirements.</p> <ol style="list-style-type: none"> i. The bidder should be registered with relevant Tax & Sale Tax Departments of the Govt. of Pakistan or Govt. of Sindh. Following evidence documents are required: <ul style="list-style-type: none"> • Copy of Sales/Service tax Registration Certificate required from FBR (must). • Copy of Services tax Registration Certificate required from SRB (must). • Copy of National Tax Registration Certificate required from FBR (must) • Copy of Tax Exemption Certificate required (if applicable). ii. The bidder should have minimum 05 years of experience in supplying / implementation of IoT based solution of similar nature projects (provide atleast three (03) work orders / purchase orders of supply in organizations (public/private). iii. The bidder should also have minimum 05 years of experience of providing after sale service of IoT based solutions similar nature projects (provide atleast three (03) work orders / purchase orders of service in organizations (public/private). iv. The bidder must not have been blacklisted by any government / semi-government / private Organization (Affidavit/Bond (to be provided on stamp paper of Rs. 100/-) to this effect is must). v. The bidding Firm must have average annual turnover of RS.10 Million for last three (3) years. <p><i>Note:</i></p> <ol style="list-style-type: none"> a) <i>The bidder shall provide valid evidences against each above criteria/requirements.</i> b) <i>The bidder will mention technical specifications of product being offered.</i> c) <i>The PA may ask the technically qualified bidders (before opening of Financial Proposal) to present demo of the device to calibrate its compatibility with existing biometric system (having compatibility of existing biometric scanner with IBSM TEMPLATE).</i> d) <i>The bidding will be conducted under Competitive Bidding pursuant to "single stage one envelopes procedure".</i> e) <i>The bids shall be opened on the mentioned date and time and only eligible bids shall be considered for the evaluation..</i> |
| ITB 14.3 (b) | Not Applicable |
| ITB 15.1 | Amount of bid security will be 3% of the total quoted amount of the bid cost in the name of Director General (M&E), SE&LD, Govt. of Sindh. |
| ITB 16.1 | Bid validity period will be 90 (Ninety days from technical bid opening) |
| ITB 17.1 | Original plus 01 copy |
| ITB 18.2 (a) | Directorate of Monitoring & Evaluation (M&E), School Education Department, Government of Sindh, Bungalow No.C-98, Opposite Zia-ud-din Hospital,Block-2 Clifton Karachi. Phone: +92 21 99332901-5 |

| | |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 18.2 (b) | Procurement of 125 biometric scanner devices compatible with IBSM template for fingerprints matching and able to integrate our existing android application (Sindh School Monitoring System (SSMS)) for collecting data from the field with one year replacement warranty and two years after sale service. NIT No: DG(M&E)SE&LD/Admin/2022/93 dated 02-02-2022 |
| ITB 19.1 | Deadline for bid submission. 17 th February, 2022 at 3:00 PM |
| ITB 22.1 | Time, date, and place for bid opening: 3.30 pm on 17 th February, 2022. Address: Assistant Director(Admin), Directorate of Monitoring & Evaluation (M&E), School Education & Literacy Department, Government of Sindh, Opposite Zia-ud-din Hospital, Bungalow No.C-98, Block-2 Clifton Karachi |
| Bid Evaluation | |
| ITB 25.3 | Criteria for bid evaluation <i>Bid evaluation criteria would be the most advantageous evaluation bid. (Only financial bids of bidders who meet technical qualifications and whose product confirm to technical specifications will be opened.)</i> |
| ITB 25.4 (a) | One option only. (N/A) |
| ITB 25.4 (b) | Delivery Schedule should be as per the Work/Purchase Order. Relevant parameters in accordance with option selected: |
| Option (i) | adjustment expressed as a percentage, or Option (ii) |
| Option (ii) | adjustment expressed in an amount in the currency of bid evaluation, or |
| Option (iii) | adjustment expressed as a percentage <i>[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.]</i> |
| ITB 25.4 (c) (ii) | Deviation in payment schedule. (N/A) Annual interest rate. |
| ITB 25.4 (d) | Cost of spare parts. (N/A) <i>[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]</i> |
| ITB 25.4 (e) | Spare parts and after sales service facilities in the Procuring agency's country. At least in two major cities of Sindh, |
| ITB 25.4 (f) | Operating and maintenance costs. |

| | |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>Factors for calculation of the life cycle cost:</p> <p>(i) number of years for life cycle <i>[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];</i></p> <p>(ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i></p> <p>(iii) maintenance costs <i>[e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs];</i> and</p> <p>(iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.</p> <p style="text-align: center;">(N/A)</p> <p style="text-align: center;">_____</p> <p>or</p> <p>Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. <i>[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p> |
| ITB 25.4 (g) | <p>Performance and productivity of equipment. (N/A)</p> <p><i>[Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p> |
| ITB 25.4 (h) | <p>Details on the evaluation method or reference to the Technical Specifications.</p> <p>100 % compliance of Technical Specifications. The bidder will provide technical specification of the product being offered for making evaluation.</p> |
| ITB 25.4 Alternative | <p>Specify the evaluation factors. (N/A)</p> <p><i>[The method shall be used only when a more elaborate quantification is either impractical or unjustified due to the small value of the procurement.]</i></p> |
| ITB 29.1 | <p>Percentage for quantity increase or decrease.</p> <p>Percentage for quantity increase or decrease is 15% of the total tendered quantities.</p> |
| ITB 33.1 | <p>Performance Security of 10% of the bid amount in the form of Pay Order / Bank Draft drawn in favour of “Director General (M&E), School Education & Literacy Department”</p> |

Section III. Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring Agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring Agency, the Procuring Agency's country, the sector, and the Goods /services purchased. In preparing Section III, the following aspects should be checked:

- (a) Information that complements provisions of Part one Section II must be incorporated.
- (b) Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.



Table of Clauses

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Special Conditions of Contract

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

1.1. Definitions (GCC Clause1)

GCC 1.1 (g)—The Procuring agency is: Directorate of Monitoring & Evaluation (M&E), School Education Department, Government of Sindh

GCC 1.1 (h)—The Procuring agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is: Successful Bidder will be the Supplier

Sample Provision

GCC 1.1 (j)—The Project Site is: N/A

1.2. Law of Governing Contract(GCC Clause30.1)

Sindh Public Procurement Act 2009 and Sindh Public Procurement Rules 2010(Amended 2019).

1.3. The Language

The Language is English

1.4. Notices: (GCC Clause31.1)

The addresses are:

Procuring Agency: Directorate of Monitoring & Evaluation (M&E), School Education Department, Government of Sindh, Bungalow No.C-98, Opposite Zia-ud-din Hospital, Block-2 Clifton Karachi. Phone: +92 21 99332901-5

Attention: Assistant Director (Admin). **Phone: +92 21 99332901-3**

Service Provider:

Attention: -----

E-mail: -----

For the service provider: -----

1.5. Location: Karachi Pakistan

1.6. The Authorized Representative

The Authorized Representatives are: For the PA:

Assistant Director (Admin),
Directorate of (Monitoring and Evaluation),
School Education and Literacy Department,
Government of Sindh,

For the service provider.....

1.7.Taxes and Duties(GCC Clause32.1)

All relevant taxes and fees including stamp duty, FBR service charges,and registration charges with PTA etc. to be borne by the Supplier/Service Provider. In case there is exemption from any rates, taxes, the same shall be mentioned here.

1.8.Country of Origin (GCC Clause3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

1.9. Commencement of Services

The date for the commencement of Services is ----- 2020.

2.0Expiration of ContractThe entire job of supplying the items shall be completed within two (02) months, however service contract shall be for a period of two years from the date of commencement.

1. Performance Security (GCC Clause7)

GCC 7.1—Performance Security shall be 10% of the total bid amount for 125 biometric scanner devices with IBSM template for fingerprints matching and able to integrate with our existing android application (SSMS) with one year replacement warranty and two years after sale service.

2. Inspections and Tests (GCC Clause8)

GCC 8—Inspection and tests will be conducted of 5 sample Android Biometric devices prior to shipment of Goods.

3. Packing (GCC Clause9)

Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

4. Delivery and Documents (GCC Clause10)

Sample provision (DDP terms)

GCC 10.3— upon supplying, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Certificate of origin.

5. Insurance (GCC Clause11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

6. Incidental Services (GCC Clause13)

GCC 13.1—Incidental services to be provided are: as specified in schedule of requirements.

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

7. Spare Parts (GCC Clause14)

GCC 14.1—Additional spare parts requirements are: N/A

Sample provision

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within twelve (12) months of placing the order and opening the letter of credit.

8. Warranty (GCC Clause15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods from the date of shipment. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:



(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC4,

or

(b) Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.5) percent per week of contractual amount.

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is: (N/A)

9. Payment (GCC Clause16)

Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

Payment shall be made in PKR within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

(i) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.

(ii) Part payment on part supply may be allowed



Section IV. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring agency, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VI. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 29.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Procuring agency's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Section IV. Schedule of Requirements

Terms of Reference(ToRs) For

“PROCUREMENT OF 125 BIOMETRIC SCANNER DEVICES COMPATIBLE WITH IBSM TEMPLATE FOR FINGERPRINTS MATCHING AND ABLE TO INTEGRATE WITH OUR EXISTING ANDROID APPLICATION (SINDH SCHOOL MONITORING SYSTEM (SSMS)) FOR COLLECTING DATA FROM THE FIELD WITH ONE YEAR REPLACEMENT WARRANTY AND TWO YEARS’ AFTER SALE SERVICE FOR THE DIRECTORATE OF(M&E),SE&LD”.

Brief Introduction: The Directorate General, (Monitoring and Evaluation) under the aegis of School Education and Literacy Department(SELD),Government of Sindh has been working since April,2016 in all the 29 districts of Sindh. The objective of establishment of the Directorate was to place an independent and technology-based system called Sindh School Monitoring System (SSMS), with primary focus on monitoring school level indicators and creation of basic profiling of all public sector schools regarding human and material resources including overall physical infrastructure. It also provides assistance to SE&LD in decision making and to provide a platform to analyse the current status of education and literacy in the province.

Purpose of the Assignment: The biometric devices presently in use were purchased under Global Partnership for Education (GPE) by Reform Support Unit, School Education & Literacy Department in year 2015. The biometric devices have outlived their useful life, leading to frequent complaints from field staff about malfunctioning of biometric devices and also resulting in low performance. Therefore, there is urgent need for replacement of biometric devices. The Directorate of M&E intends to procure 125 biometric scanner devices for the Monitoring Assistants during Current Financial Year 2021-22.

INSTRUCTIONS TO BIDDERS (SUPPLIERS).

1. The eligibility and qualification criteria is as under:

- i. The bidder should be registered with relevant Tax & Sale Tax Departments of the Govt. of Pakistan or Govt. of Sindh. Following evidence documents are required:
 - Copy of Sales/Service tax Registration Certificate required from FBR (must).
 - Copy of Services tax Registration Certificate required from SRB (must).
 - Copy of National Tax Registration Certificate required from FBR (must)
 - Copy of Tax Exemption Certificate required (if applicable).
- ii. The bidder should have minimum 05 years of experience in supplying / implementation of IoT based solution of similar nature projects (provide atleast three (03) work orders / purchase orders of supply in organizations (public/private).
- iii. The bidder should also have minimum 05 years of experience of providing after sale service of IoT based solutions similar nature projects (provide atleast three (03) work orders / purchase orders of service in organizations (public/private).
- iv. The bidder must not have been blacklisted by any government / semi-government / private Organization (Affidavit/Bond (to be provided on stamp paper of Rs. 100/-) to this effect is must).
- v. The bidding Firm must have average annual turnover of RS.10 Million for last three (3) years.

Notes:

- a. ***The bidder shall provide valid evidences against each above criteria/requirements.***
- b. ***The bidder will mention technical specifications of product being offered.***
- c. ***The bidding will be conducted under Competitive Bidding pursuant to "single Stage one envelope procedure"***
- d. ***The PA may ask the technically qualified bidders (before opening of Financial Proposal) to present demo of the device to calibrate its compatibility with existing biometric system (having compatibility of existing biometric scanner with IBSM TEMPLATE).***
- e. ***The bids shall be opened on the mentioned date and time and only eligible bids shall be considered for the evaluation.***

Schedule of Requirements

1. *Supply of items:*

| S.No | Description | Quantity | Delivery schedule |
|------|--------------------------------------|----------|-------------------|
| 1. | Supply of Biometric Scanner Devices. | 125 | ---- |

Note: A sample of qualified product is required for inspection and checking with testing of scanner on existing fingerprint templates, prior to the acceptance of full and final/agreed delivery(quantity as per

delivery schedule). Pl refer to the clause 8 of GCC with final shipment following documentary evidence is required:

- ✓ Packing List
- ✓ Commercial invoice.

2. **Installation and synchronization of Data:** The Bidder is required to integrate the Procuring Agency's "Sindh School Monitoring System(SSMS) application" with the supplied "biometric scanner devices", to match existing fingerprints templates that are compatible with IBSM template and to successfully synchronize data including fingerprints collected through the said android application for smooth working.
3. **After sales service:** The bidder is required to provide one year free of cost replacement warranty of the device and after sales service for a period of 2 years with change of spare parts. The Bidder shall ensure that the devices sent for repair are returned as soon as possible but not more than a period of 7 days
4. **Availability of supplied devices:** The Bidder is required to ensure that a reasonable number of procured biometric scanner devices are available with the Firm along with availability of spare parts atleast for a period of 4 years.

Section-V. Technical Specifications

Notes on Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring agency without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done with the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Section-V. Technical Specifications

***Equivalent or higher**

| S.NO | Item | Specification |
|------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Sensor Type | Light-emitting sensor (LES) CMOS CIS camera |
| 2 | Resolution | 500ppi |
| 3 | Gray Scale | 256 grayscale dynamic range |
| 4 | Image Size | 400 W x 500 H pixels |
| 5 | Supported Image Formats | RAW, JPEG2000, BMP, PNG, WSQ |
| 6 | FBI Certification / Image Certifications | PIV 071006, FIPS 201, FAP 30 / Certified to Mobile ID Requirements |
| 7 | Speed | Minimum frame rate > 8 FPS |
| 8 | API Interface | Single-finger flat, Multi-device / multi-thread support |
| 9 | Product Weight | 170 grams / 6.00 oz OEM |
| 10 | Platen Size | 20.32mm x 25.4mm / 0.8" x 1.0" |
| 11 | Sensing Area | 20.32mm x 25.4mm / 0.8" x 1.0" |
| 12 | Scanner Assembly Dimensions | 75mm x 66mm x 48mm / 2.95" x 2.6" x 1.89" OEM 46.5mm x 39mm x 27.5mm / 1.83" x 1.53" x 1.08" |
| 13 | Interface | USB 2.0, Micro USB and USB Type B and C; OEM: Molex |
| 14 | Power Source | USB Host |
| 15 | USB Power Requirement / Consumption | 4.4 to 5.25v, full scanning |
| 16 | USB Certification | USB-IF USB.ORG |
| 17 | FCC/CE Conformance | FCC Part 15 (per ANSI C62.4:2003) Class A; CSA ICES-003 Class A; CE Emissions: EN 55022:2006 Class A; CE Immunity: EN 55024:1998/A1:2001/A2:2003, IEC 61000-4-2 |
| 18 | Air Discharge / Contact Discharge | In compliance with IEC 61000-4-2 |
| 19 | Equipment Safety | IEC 60950-1 |
| 20 | Hazardous Material RoHS Certified | RoHS directive 2002/95/EC |
| 21 | Vibration Test | Per Mil-STD-810F (Method 514.5), Category 24, Fig. 514.5C-17 |
| 22 | Operating Temperature | -10°C ~ +55°C / 14°F ~ 131°F |
| 23 | Humidity | 20~95% RH < 40°C (non-condensing) |
| 24 | Storage Temperature | -30°C ~ +80°C / -22°F ~ 176°F |
| 25 | Ingress Protection / Water / Dust | Desktop IP65 sealed bezel to scanning surface OEM IP65 |
| 26 | Surface Durability | MIL-C-675c 4.5010, MIL-STD-810F |
| 27 | OS Support | Windows Desktop 32/64 bit (7, 8, 10), Windows Server, Linux, Android 4.0+, Java |
| 28 | Warranty | 1 year hardware warranty (extended warranty available upon request) |

Section VI. Sample Forms


Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.



Forms

- 1. *BID FORM AND PRICE SCHEDULES*
- 2. *BID SECURITY FORM*
- 3. *CONTRACT FORM*
- 4. *PERFORMANCE SECURITY FORM*
- 5. *BANK GUARANTEE FOR ADVANCE PAYMENT*
- 6. *INTEGRITY PACT FORM*



1. Bid Form and Price Schedules

Date:
REF No: PROC/

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos.*[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 05 (Five) percent of total amount based on the unit rate and estimated number of applicants (50,000) for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or |
|---------------------------|---------------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(if none, state "none")

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

Dated this day of 19.

[signature] _____ *[in the capacity]* _____
of _____
Duly authorized to sign Bid for and on behalf of _____



Price Schedule in Pak. Rupees

Name of Bidder .IFB Number.

| Description | Amount in PKR/ unit with ancillary services and 2 years after sales service | Applicable Taxes (if any) in PKR | Total amount in PKR (inclusive of all taxes) for 125 biometric devices with ancillary services and 2 years after sales services |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Procurement of 125 biometric scanner devices compatible with IBSM template for fingerprints matching and able to run our existing android application (Sindh School Monitoring System (SSMS)) for collecting data from the field with one year replacement warranty and two years' after sale service. | | | |

Note: 1.The Directorate general (M&E) School Education & Literacy Department, Govt. of Sindh reserves the right to delay/withheld some part of the payment on account of unsatisfactory performance of the supplier/service provider

5. Contract would be awarded to the most advantageous evaluated Bidder

Signature of Bidder _____

1 Must be included if required under ITB 11.2

2. Bid Security Form

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


KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring agency]* (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 19.

THE CONDITIONS of this obligation are:

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

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

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



[Signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ between [*names of Procuring Agency*] of [*country of Procuring agency*] (hereinafter called "the Procuring agency") of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods / services and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency's Notification of Award.
 - (g) the Integrity Pact
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by the (for the Procuring agency)

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

4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ to supply *[description of goods and services]* (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

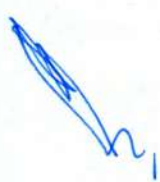
This guarantee is valid until the day of.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



INTEGRITY PACT

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

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

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

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

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with 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.

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

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

[Procuring Agency]

[Supplier /Contractor/Consultant]