



# GOVERNMENT OF SINDH



## BID DOCUMENTS

(Reference No.SSWMB-NIT-28)

F.Y. 2015-16

**Single Stage – Two Envelop Procedure**

As per SPP Rules 2010 (Amended - 2013)

**(Technical Proposal)**

**“Providing Furniture & Fixture, Providing & Fixing of Electrical Appliances, Providing & Fixing of Network System, Supply & Installation of Diesel Generator and Providing of Security Guards (Male) at office of the Sindh Solid Waste Management Board Karachi.”**

**Work-2**

**Providing and fixing of Electrical Appliances for office of the Sindh Solid Waste Management Board, Karachi.**

**Note:**

- i. This document is also available on SPPRA website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender Cost fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

**Client:**

Sindh Solid Waste Management Board  
D-47, Block-2, Clifton, Karachi  
Ph. #+92 21 35372982-3 Fax: +92 21 35372985  
E-mail: [info@sswmb.gos.pk](mailto:info@sswmb.gos.pk)

**Bidding Documents**  
**(Reference No SSWMB/NIT-28)**

**“Providing Furniture & Fixture, Providing & Fixing of Electrical Appliances, Providing & Fixing of Network System, Supply & Installation of Diesel Generator and Providing of Security Guards (Male) at office of the Sindh Solid Waste Management Board Karachi.”**

**Work-2:**

**Providing and fixing of Electrical Appliances for office of the Sindh Solid Waste Management Board, Karachi.**

**SCHEDULE**

<b>Issuance</b>	<b>24<sup>th</sup> June, 2016 to 12<sup>th</sup> July, 2016</b>
<b>Bid Submission</b>	<b>13<sup>th</sup> July, 2016 by 2:30PM</b>
<b>Bid Opening</b>	<b>13<sup>th</sup> July, 2016 at 3:30PM</b>

Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	

**SEAL AND SIGNATURE OF THE CONTRACTOR**

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# INVITATION FOR BIDS

NIT NO: SSWMB/NIT-28

Method and procedure of Procurement:  
Description of Work:

**SINGLE STAGE – TWO ENVELOP PROCEDURE.**  
**PROVIDING AND FIXING OF ELECTRICAL**  
**APPLIANCES FOR OFFICE OF THE SINDH SOLID**  
**WASTE MANAGEMENT BOARD, KARACHI.**

Name of Bidder: \_\_\_\_\_

**MINIMUM BIDDER'S ELIGIBILITY CRITERIA**

S.NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1	NTN			
2	Sales Tax Registration			
3	Proof of payment of tender document fee			
4	Required Bid Security is attached			To be attached in the Financial Proposal
5	Bid is signed, named and stamped by the authorized person of the firm along with Authorized letter.			

**NOTE:** No bid shall be evaluated unless the bidders fulfill minimum eligibility criteria.

\_\_\_\_\_  
Signature of Contractor

**NOTICE INVITING TENDER (SSWMB/NIT-28)**  
**As per guidelines of SPP Rule 2010 (Amended-2013)**

- Sindh Solid Waste Management Board (SSWMB) is established under Sindh Solid Waste Management Board Act, 2014 to execute integrated project for municipal, medical and industrial hazardous waste in Sindh Province.
- Sindh Solid Waste Management Board (SSWMB) invites sealed bids for from interested Contractors / Manufacturer / Suppliers and registered firms for carrying out the following works / supplies / services mentioned below:

Work. No.	Name of Work	Bidding System	SCHEDULE		
			Tender Document Issuance	Bid Submission Date	Bid Opening Date
1.	Providing Furniture & Fixture for Office of the Sindh Solid Waste Management Board Karachi.	<b>Single Stage- Two Envelope Procedure</b> As per SPPRA rule 46 (2), 2010 (Amended 2013)	24 <sup>th</sup> June, 2016  To  12 <sup>th</sup> July, 2016	13 <sup>th</sup> July, 2016  by 2:30pm	13 <sup>th</sup> July, 2016  at 3:30pm
2.	Providing & Fixing of Electrical Appliances for Office of the Sindh Solid Waste Management Board Karachi.				
3.	Providing & Fixing of Network System for Office of the Sindh Solid Waste Management Board Karachi.				
4.	Supply & Installation of Diesel Generator at Office of the Sindh Solid Waste Management Board in Karachi.				
5.	Providing of Security Guards (Male) at office of the Sindh Solid Waste Management Board in Karachi.				
		<b>Single Stage- One Envelope Procedure</b> As per SPPRA rule 46 (1), 2010 (Amended 2013)			

1. The interested Contractors / Manufacturer / Suppliers and registered firms for carrying out the works / supplies & services, may obtain RFP Document / Bid Document from the office of Assistant Director (Finance), SSWMB on payment of **Rs. 1000/- for each work** in shape of Pay Order/ Bank Draft in the name of Sindh Solid Waste Management Board as per the schedule given above. Alternatively these can be downloaded from the website of [www.sppra.gov.pk](http://www.sppra.gov.pk) and [www.sswmb.gos.pk](http://www.sswmb.gos.pk).
2. If the submission or opening date falls on a public holiday or on account of any emergency beyond human capacity the next working day with same timing will be considered as the deadline.
3. Sindh Solid Waste Management Board has reserves the right to accept or reject any Bid Documents / RFPs prior to the award of contract as per SPPRA Rules-2010 (Amended 2013).
4. **All bidders are required to sign and stamp each and every page of the bidding document before submission.**
5. **No bid shall be accepted unless proof of payment of tender fees for bidding documents.**

**Executive Director (Finance & Administration)**  
**Sindh Solid Waste Management Board Karachi.**

**Banglow No. D-47, Block-2, Clifton, Karachi**  
**Tel No. 021-3537 2981 Fax 021-3537 2985**  
**URL: [www.sswmb.gos.pk](http://www.sswmb.gos.pk) Email: [info@sswmb.gos.pk](mailto:info@sswmb.gos.pk)**

## INSTRUCTIONS TO BIDDERS

The Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Government of Sindh, Karachi, in accordance with Sindh Public Procurement Rules, 2010 (amended 2013), invites interested & experienced contractors / manufacturer / supplier and registered firms to submit sealed bids for the Providing and fixing of Electrical Appliances for office of the Sindh Solid Waste Management Board, Karachi at new office on 'Single Stage – Two Envelop Procedure':

**“(Providing and fixing of Electrical Appliances for new office of the Sindh Solid Waste Management Board, Karachi, as per Schedule of requirements given in this Bid Document.”**

- Tender Fee (Non-Refundable): **Rs. 1000/-**
- Last date of purchase of Bid Document: **12<sup>th</sup> July, 2016**
- Last date & time of Bid submission: **13<sup>th</sup> July, 2016 by 2:30PM**
- Bid opening time: **13<sup>th</sup> July, 2016 at 3:30PM.**
- The bidder be registered with Sales Tax and Income Tax Department.
- Scope of above-mentioned work can be increased or decreased subject to provisions of SPPRA Rules 2010 (amended 2013).
  - Interested manufacturers, authorized dealers & experienced suppliers, may obtain the Bid documents for the above-mentioned work from the office of the Assistant Director (Finance), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. D-47, Block-2, Clifton, Karachi by submitting application on their letter head along with requisite Tender fee (Non-refundable) with valid copies of Income Tax, Sales Tax Registration Certificate, Latest Professional Tax Certificate (where applicable) and copy of CNIC.
- Sealed Bid on prescribed proforma along with 2% bid security of the total bid in the form of Pay Order / Demand Draft in favour of Sindh Solid Waste Management Board should reach in office of the Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. D-47, Block-2, Clifton, Karachi as per schedule given in the NIT and Bid documents.
- The bid shall contain original bid document purchased by the bidder and each page bearing initial of the Assistant Director (Finance) and round seal of the SSWMB.
- In case, the bidders uses a downloaded copy of the bid document, it must be accompanied with Pay Order / Demand Draft of Rs. 1000/- as Tender Fee (Non-refundable), in favour of Sindh Solid Waste Management Board.
- Rate quoted must include Income Tax and other applicable taxes according to Government rules.
- The Bid will be opened by the Tender Opening / Procurement Committee in the office of the Executive Director (Finance & Administration) / Committee Room of Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. D-47,

Block-2, Clifton, Karachi in presence of representatives of the bidders who choose to be present on the occasion.

- Only bids offered on the prescribed tender form issued by the Sindh Solid Waste Management Board, Government of Sindh, Karachi shall be accepted. However additional sheets may be attached, if required.
- Conditional Bid / application will not be entertained.
- Work must be completed according to the time mentioned in the relevant clause of bid document.
- Any further information needed, may be obtained from the office of the Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. D-47, Block-2, Clifton, Karachi on any working day during office hours. The bidders are encouraged to visit the site are to be erected / fixed at new office where equipments are to be supplied & fixed.
- The competent authority reserves the right to reject any or all Bids in accordance with the SPPRA Rules 2010 (Amended 2013).
- In case Government announces a public holiday or unforeseen circumstances arise on the date of submission and opening of bid documents then the same will be opened on the next working day.

## PREPARATION OF BID

### 1. Language of Bid

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

### 2. Submission of Bid

- a. The bid shall comprise a Single Stage – Two Envelope Procedure containing both Technical and Financial Proposal in detail.
- b. The bid found to be the lowest evaluated bid shall be accepted.
- c. The Form of Bid (Annexure “A”), Bid Particulars (Annexure “B”), Minimum Eligibility Criteria (Annexure “C”), Evaluation Criteria (Annexure “D”) and Technical Bid Proposal / Bill of Quantity (BoQ) (Annexure “E”) enclosed herewith, shall be submitted in duplicate. The authorized person signing the Bid documents must state his full name and authorized position / designation underneath his signature.
- d. The erasing and / or alternations, if any, in the Bid shall be authenticated by the authorized person by his / her full signature and with stamp.
- e. Where applicable the Bid shall be accompanied with the original quotations from the manufactures, in case the Bid is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors.
- f. Ambiguous and incorrect answers and / incorrect filling of Bid Documents will render the Bid liable to rejection.
- g. Quotations / Bids through cable, telegraph, telex, fax, or e-mail shall not be considered.
- h. The Bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.
- i. In addition to minimum eligibility evaluation of bid shall be made on the basis of offer bid for the respective package (and not on individual items). This is based on end to end solution price for specific package.

### 3. Bid Security Form and Bid Performance Security Form

- a. The Bidder shall enclose BID SECURITY with his / her Bid a Pay Order or Demand Draft to this Bid Documents, issued by a scheduled / commercial bank doing business in Pakistan, for an amount 2% of the total Bid of the stores as per the Bid submitted by him / her.
- b. The Bid Security shall be in favor of Sindh Solid Waste Management Board, Karachi. The security so furnished shall remain valid for a period of 28 days

beyond the period of validity of the Bid or till it is revalidated / extended for a period mutually agreed upon by the Bidder and the Procurement Agency.

- c. If the Bid is rejected, the Bid Security will be returned as soon as possible after rejection.
- d. The Successful Bidder shall have to give a Contract Performance Security in the shape of Pay Order or Demand Draft or Bank Guarantee, to the extent of **10%** of the total value of the contract (inclusive of Bid Security).
- e. The Performance Security shall be retained by the Sindh Solid Waste Management Board, Karachi for at least 90 days beyond the date of completion of the contract.
- f. In case the Bidder after acceptance of Bid fails / refuses to execute the contract, the Earnest Money / Bid Security will be forfeited.

#### **4. Quality of Stores.**

- a. The equipment, spares and other relevant materials, (hereinafter called “Stores”) quoted and supplied against this “Bid Notice” shall be strictly in accordance with the Specifications attach with this “Bid Document”. The stores shall be the product of an established manufacturer, shall conform to internationally acceptable commercial standards, and shall be a model that has been successfully operated over a reasonable period of time in Sindh Government or in relevant industry.
- b. The Stores offered by the Bidders must be of a quality suitable for the purpose and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate.
- c. The Bidders must also warrant the use of best material in the making of the stores of the manufacturers. The use of substandard material shall make the Stores liable to rejection and Bidder liable to pay compensation.
- d. The Bid shall be for brand new “Stores” robust in manufacturing according to the modern practices, processes and standards.

#### **5. Literature**

In case of supply equipment / machinery the Bidders must furnish with their Bids catalogues giving full technical details of the Store to enable the Procurement Committee to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.

**6. Country of Origin**

The Bidder must state in his Bid the country of origin of the Stores offered.

**7. Prices  
(To be quoted in Financial Proposal)**

**8. Validity of Prices / Bid**

- a. The prices quoted shall be valid for a period of at least 90 days from the date of opening of the Bid.
- b. Until the final Contract is executed, the successful Bidder shall be bound by the terms and conditions of this Bid document.

**9. Acceptance of the Terms**

The Submission of the Bid against this Bid inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all Bids document and annexures, and that he / she has thoroughly examined the specifications and particulars in the Bid document. Further the Bidder shall be deemed to be duly aware of the nature of the Stores and the purpose for which they are required and shall be bound to accept the Contract if placed with him / her on the basis of the prices and of the delivery schedule as indicated in clause 12 hereof within the validity of his / her Bid.

**10. Delivery Period**

The entire stores must be delivered, installed and put into operation within 60 days after receiving the letter of award of the Contract.

**11. Rights of the Procurement Committee**

- a. The Procurement Committee of Sindh Solid Waste Management Board reserves the right to reject any or all Bids subject to provision of SPP Rules 2010 (Amended-2013).
- b. The Procurement Committee reserves the right to award the Contract to one Bidder or divide it among several Bidders on item wise basis.
- c. The Procurement Committee of the Sindh Solid Waste Management Board reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever, within the limit allowed under SPP Rules 2010 (Amended-2013).
- d. The Procurement Committee reserves the right to cancel the offer of the Bidder whose Bid has been found / evaluated to be the lowest if it is revealed to the Procurement Committee that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Bid Document.

## **12. Evaluation & Comparison of Bid.**

- a. In comparing Bids, the Procurement Committee will consider, besides the prices quoted, such other factors as compliance with Specifications, relative quality of Stores, past experience of the Bidder, after sale service facilities available in Pakistan, the Bidder's capacity to perform, their financial stability through confidential bank statement and Sales / Income Tax Certificate.
- b. The evaluation criteria specification mentioned in the Specification will also be considered for evaluation of the Bids.

## **13. Contracting the Purchaser**

Any effort by a Bidder to influence the authorities of Sindh Solid Waste Management Board, Karachi/ Procurement Committee in the decisions in respect of Bid evaluation, or Contract award will result in the rejection of the bidders bid.

## **14. Errors in the Bids**

- a. Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis.
  - i. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the Procurement Committee shall correct the total price.
  - ii. If there is a discrepancy between the words and figures, the amount in words shall prevail.
  - iii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Procurement Committee in accordance with the corrected Schedule of Prices.
- b. If the Bidder does not accept the corrected amount of Bid, his/ her Bid will be rejected and the Bid Security submitted with the Bid shall be forfeited.

## CONDITIONS OF CONTRACT

### 1. Scope of the Contract

- a. The Scope of the Contract shall be the supply, deliver, installation, putting into operation and demonstration of the working at the consignee's end, in accordance with the technical Specification and Bill of Quantities enclosed in this Bid Document.
- b. The Contractor shall within a period of 7 days of the execution of the agreement furnish a detailed program for supply and delivery of various items of the stores for necessary approval by the Inspection Committee / Authority.

### 2. Definition of Terms

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

- i) SINDH SOLID WASTE MANAGEMENT BOARD means Sindh Solid Waste Management Board.
- ii) The Procurement Committee shall mean the Procurement Committee of Sindh Solid Waste Management Board constituted for this (and similar) procurement.
- iii) The EXECUTIVE DIRECTOR (FINANCE & ADMINISTRATION), SINDH SOLID WASTE MANAGEMENT BOARD shall mean the Executive Director (Finance & Administration) of SINDH SOLID WASTE MANAGEMENT BOARD.
- iv) Purchaser / Procuring Agency means Authorized Officer of the SSWMB including his successor in office and assignees, empowered to act in all matters pertaining to this (and similar) Procurement of Sindh Solid Waste Management Board.
- v) The Contractor or Supplier shall mean the Bidder whose Bid has been accepted by the Procurement Committee and shall include the Bidder's executors, administrators, and successors and permitted assignees.
- vi) The Stores shall mean and include all the machinery, apparatus, equipment, material and articles to be provided by or used the Contractor under the Contract.
- vii) The Contract shall mean the agreement signed by the Contractor with the Purchaser / Procuring Agency (Sindh Solid Waste Management Board) for the Supply, delivery, installation, putting into operation and demonstration for the working of the Stores, as stated under the Scope of the contract above. It shall also include any work / assignment for which the bid has been invited.
- viii) The Contract Price shall mean the sum mentioned in or calculated in accordance with the provision of the contract, which is to be paid to the contractor for satisfactory execution of the Contract in accordance with these conditions of contract.

- ix) The Specification shall mean the specifications annexed to or issued herewith.
- x) Month shall mean the Calendar month.
- xi) Writing shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.

### **3. Contract Documents**

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

- a. Article of Agreement:
- b. Instruction to Bidders:
- c. Conditions of Contract:
- d. Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexure duly filled in:
- e. The Specifications of the Stores; and
- f. Bill of Quantities with prices.

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

### **4. Signing of the Contract Agreement**

Within 15 days of the issue of the letter of Acceptance, the successful Bidder (Bidders) will be required to sign an agreement with the Sindh Solid Waste Management Board for the supply of such quantity, in whole or in part, of the Bided Stores as will be communicated to him / her (them) in the letter of Acceptance.

### **5. Packing, marking and Handling**

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

### **6. Inspection**

There shall be joint inspection of the Stores (if required) by the Inspection Committee / Authority of SINDH SOLID WASTE MANAGEMENT BOARD at Sindh Solid Waste Management Board, Head Office at Karachi. The Inspection Committee / Authority shall sign the inspection report, which inter-alia should indicate the condition in which each item of the Stores has been found. The Contractor or his authorized representative will arrange the inspection (if required) within 7 days on completion of supply as per work order.

## **7. Taking Over**

The Contractor shall coordinate with the office of SINDH SOLID WASTE MANAGEMENT BOARD Karachi after approval of the inspected stores (if required), contractor will supply the stores within 15 days after the inspection and ensure safe and secure delivery at the SINDH SOLID WASTE MANAGEMENT BOARD office and shall obtain certificate from the Incharge Stores / Deputy Director (Operation) that supplied stores has been received properly in acceptable condition. The taking over of the damaged item(s) will be withheld until the same are replaced and re-inspected and delivered within 15 days in acceptable condition.

## **8. Installation and Demonstration of Stores**

### **a) Installation**

- i. Where applicable, after delivery and taking over of the stores, as stated in Clauses 6 and 7 above of Conditions of the Contract the Contractor shall install those items of Stores, which are to be Permanently, positioned. For this purpose, the Contractor shall co-ordinate with Incharge Stores / Deputy Director (Operation) concerned for making arrangements for the infrastructure needed for the installation.
- ii. The successful Contractor shall provide, along with his offer / bid, the details of the infrastructure needed for each item of the Stores separately. The contractor at his cost shall provide the technical and other personnel needed for installation of the Stores. The entire cost of installation, except that of the needed infrastructure, shall be borne by the said Contractor.

### **b) Installation**

- i. After installation of the Stores, as stated in Clause 8 (i) above, the complete working of each item of Stores for the purpose for performance, shall be demonstrated fully to the designated staff of the SINDH SOLID WASTE MANAGEMENT BOARD by the Contractor or his technical personnel.
- ii. The entire cost, including transportation of stories along with the T.A / D.A of the personnel involved in the demonstration, shall be borne by the Contractor.

## **9. Completion Certificate**

After completion of the installation and demonstration as mentioned above, a certificate is to be obtained by the Contractor from the Incharge Stores stating that the stores (item-wise) have been satisfactorily installed and demonstrated by the contractor.

## **10. Terms of Payment**

After completion of the installation and demonstration, Sindh Solid Waste Management Board will be liable to pay the 100% payment (after deduction of taxes if any) to the contractor on submission of original invoice in duplicate and completion certificate form the Incharge Stores as mentioned above.

## **11. Warranty / Guaranty**

The Contractor shall guarantee supply of good quality Stores in accordance with the Specifications.

Further, the Stores shall be brand new and absolutely free from all defects in material, quality and workmanship. In case of defects, the defective Stores, or the defective parts / components of the stores thereof, shall be replaced by the Contractor free of cost to the Sindh Solid Waste Management Board as mentioned at Clause No. 7 of CC.

## **12. Breach of Contract**

In case of breach of warranty / Guarantee or Contract, the damages suffered by the SINDH SOLID WASTE MANAGEMENT BOARD shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract Performance Security given in the bidding document, without notice the Contractor in the bidding document.

## **13. Contractor's Default Liability**

- a) The SINDH SOLID WASTE MANAGEMENT BOARD may upon written notice of default to the Contractor terminate the contract and to forfeit the amount of contract performance Security in the circumstances detailed hereunder:
  - i. If in the judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to make delivery of the Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the board: and
  - ii. If in the judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to comply with any of the other provisions of the Contract.
  
- b) In the event the SINDH SOLID WASTE MANAGEMENT BOARD terminates the Contract in whole or in part as provided in Clause 13 (a) above of CC, the SINDH SOLID WASTE MANAGEMENT BOARD reserves the right to purchase get the work carried out as the case may be on such terms and conditions as it may deem appropriate, stores assigned job similar to the one terminated and the Contractor will be liable to the SINDH SOLID WASTE MANAGEMENT BOARD for any Additional Costs for such similar Stores / Works.

- c) The SINDH SOLID WASTE MANAGEMENT BOARD will pay to the Contractor the contract Price for the completed Stores assigned work delivered carried out to and accepted by it.

#### **14. Termination of Contract**

If, for any cause as set forth in Clause 15 hereafter, the Contractor finds it impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the SINDH SOLID WASTE MANAGEMENT BOARD finds it impossible to continue with the contract, then prompt notification in writing shall be given by the party affected to the other.

#### **15. Force Majeure**

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

#### **16. Rejection**

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

#### **17. Extension of Time**

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

## **18. Delays in Delivery- Liquidated Damages**

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

## **19. Period of Guarantee / Warranty**

- a) The term period of guarantee shall normally mean the period of twelve (12) months from the date on which the Stores have been put into operation and demonstrated to the SINDH SOLID WASTE MANAGEMENT BOARD. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.
- b) During the period of guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials parts (except consumable), and workmanship that may develop or are revealed under normal use of the said Stores upon receiving written notice from the SINDH SOLID WASTE MANAGEMENT BOARD; the notice shall indicate in what respect the Stores are faulty.
- c) The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material, and equipment as are needed for satisfactory operation of the SINDH SOLID WASTE MANAGEMENT BOARD.
- d) The contractor shall provide guarantee (if required) for supply of spare parts as consumable for at least 03 years.
- e) The contractor (if required) shall remain responsible for providing After Sale Service after even expiry of warranty period for 03 years (minimum).

**20. Non-assignment**

The Contractor shall not have the right to assign or transfer without the prior approval of the SINDH SOLID WASTE MANAGEMENT BOARD the benefit and obligations of the Contract or any part thereof to any third party.

**21. Expenditure under Contract**

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

**22. Withholding Tax, Sales Tax and other Taxes**

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

**23. Stamp Duty**

Stamp duty for contract documents shall be borne by Contractor / bidder at the time of signing of contract at the rate fixed by the Government.

**24. Payments Due from the Contractor**

All costs, ascertained damages or expenses for which under the Contract that Contractor is liable to the SINDH SOLID WASTE MANAGEMENT BOARD may be deducted by the Sindh Solid Waste Management Board from the money due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

**25. Legal proceedings**

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

**26. Dispute**

Should any question or dispute arise as to the material, design, construct or delay in the supply of the Stores or the purpose or the performance for which they are required or are warranted, the SINDH SOLID WASTE MANAGEMENT BOARD shall nominate an independent certifier / expert having knowledge of stores, who will, after affording the parties to the dispute an opportunity to present their

contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

## **27. Arbitration**

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

## ARTICLES OF AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Karachi, hereinafter called the "Party No.1", of the one part, And

\_\_\_\_\_  
(Name and designation of the authorized person)

of \_\_\_\_\_ located at \_\_\_\_\_ hereinafter called the "Party No.2" which expression shall include their successor, legal representatives of the second part.

**Whereas** the Party No.1 requires the stores and related services for its various offices, and whereas the Party No.2 has agreed to supply, install, put into operation and demonstrate the working of the said stores valued at \_\_\_\_\_ in the period of \_\_\_\_\_ days /

\_\_\_\_\_  
(Amount in figures and words)

months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

Now this Agreement witnessed as follows:

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

\_\_\_\_\_  
(Name and designation of the authorized person)

on behalf of the Party No.2, and by Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Karachi all of which shall be deemed to form and be read and construed as a part of this

**Agreement** via: -

- a) Articles of Agreement;
  - b) Instructions to Bids;
  - c) Condition of Contract;
  - d) Offer of Party No.2 including the relevant correspondences prior to signing of this Agreement with all Annexure duly filled in:
  - e) The specifications of the stores; and
  - f) Bill of quantity with prices.
3. In consideration of the payment to be made to the Party No.2, the Party No.2 hereby covenants with the Executive Director (Finance & Administration), Sindh Solid Waste Management Board, and Karachi to supply, deliver, install, put into operation and demonstrate the working of the stores in conformity in all respects of the Contract.

4. **The Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Karachi** hereby **covenants** to pay the contractor in consideration of the supply, delivery, installation, putting into operation and demonstration of the working of the equipment the contract price in the manner prescribed by the contract and approved by the Sindh Solid Waste Management Board, Karachi.

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

**Executive Director (Finance & Administration)  
Sindh Solid Waste Management Board  
Karachi**

**WITNESSES OF PARTY NO.1:**

Witness No. 1:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness No. 2:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**WITNESSES OF PARTY NO.2:**

**CONTRACTOR**

Witness No. 1:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness No. 2:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## Form of Bid (Letter of Offer)

Bid Reference No. \_\_\_\_\_  
Dated: \_\_\_\_\_, 2016

Name of Contract: **Providing and fixing of Electrical Appliances for office of the Sindh Solid Waste Management Board, Karachi.**

**The Executive Director (Finance & Administration),**  
Sindh Solid Waste Management Board,  
Karachi.

Dear Sir,

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

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

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2016

Signature: \_\_\_\_\_ in the capacity of

\_\_\_\_\_ Authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Name of Bidder in Block Letter)

Address: \_\_\_\_\_

\_\_\_\_\_

Witness:

Name: \_\_\_\_\_

CNIC No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Telephone No. \_\_\_\_\_

## BID PARTICULARS

The Bidders must supply the following specific information for each item or group of items of the stores:

**1. Conformation of Stores:**

Whether the Stores offered conform to the particulars specified in the Schedule. Yes / No.

**2. Manufacturing Details:**

**a) Brand of stores:**

- i. Name and address of manufacturer; and
- ii. Country of origin of Stores.

**b) Delivery schedule:**

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

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

3. Whether the bidders is ready to provide equipment's along with all installation / fittings as per BoQ Yes / No

**MINIMUM ELIGIBILITY CRITERIA****FOR**

**Work - 2: Providing and fixing of Electrical Appliances for office of the Sindh Solid Waste Management Board, Karachi.**

**Minimum Eligibility Criteria:**

1. NTN valid Certificate.
2. Registration with Sales Tax.
3. Valid Professional Tax (Paid up original challan or its attested copy).

**Minimum Qualification Criteria:**

- Current Bank Certificate in original to the effect that financial position of interested manufacturers authorized dealers & experienced suppliers, firms.
- Financial Capacity must have turnover Rs.5 million or above in last 3 years.
- Experience of minimum 2 similar nature works completed in the last 3 years.
- The bids are received in properly sealed envelope duly marked the name of work, company name, contact, Postal details & NIT Numbers.
- Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- All rates quoted including the total amount of the bid shall be in figures & words.
- All corrections/ overwriting shall be clearly re-written with initials & duly stamp by the bidders.
- The bid shall be properly signed, named & stamped by the authorized person authorization letter for signatory shall be enclosed with the tender by the authorization, if other than the signatory of the firm else their bids shall be considered non-responsive.
- In addition to minimum eligibility evaluation of bid shall be made on the basis of offer bid for the respective package (and not on individual items). This is based on end to end solution price for specific package.

The supporting documents of each above qualification criteria shall be duly signed & stamped on each paper & enclosed with the tender documents.

Those bids which will meet all Minimum Eligibility Criteria shall be declared as “Substantial Responsive Bidder” and their FINANCIAL OFFER will be evaluated and others will be declared as “rejected”.

## EVALUATION CRITERIA

**The Technical Bids Shall be Evaluated on the basis of following parameters:**

Sr. #	Evaluation Parameters		Total Marks	Brief
	Company / Firm / Individual Information			
	Required Field	Marks		
1.	No. of Years in Business	<b>10</b>	<b>45</b>	02 marks for each year in business (Max10)
2.	Annual Turnover in Millions	<b>10</b>		1.5 marks per million turnovers (Max 10).
3.	NTN Registration Certificate	<b>10</b>		10 marks if firm has NTN Certificate
4.	Sales Tax Registration Certificate	<b>10</b>		10 marks if firm is registered with Sales Tax Department.
5.	Registration in Professional Tax	<b>05</b>		05 marks if firm is registered with Professional Tax.
6.	Income Tax Annual Returns of 5 Years.	<b>10</b>	<b>45</b>	02 marks for each year in business.
7.	Audited Financial Statements of 5 years	<b>10</b>		02 marks for each year on production of Financial Statement Report (Max 10)
8.	Relevant Field Experience	<b>25</b>		05 marks for each similar complexity assignment (documented proof in last 5 year) Max 5 Assignment.
9.	Technical Proposal Specifications & Brochures	<b>10</b>	<b>10</b>	10 marks if firm Produce Brochures & Specifications.

**Note:**

*Firm must get 70% marks in Technical Evaluation for qualifying as per above mentioned Criteria.*

## Bill of Quantity

### Work No.2: Providing and fixing of Electrical Appliances for office of the Sindh Solid Waste Management Board, Karachi.

S. No	Specification	Qty.	Specification Offered
<b>Package 1</b>	1.1 Providing and installation of Air Conditioned, Floor Standing (2.0 ton) capacity of approved make and quality with outer unit consisting on compressor, condenser, fan and other accessories complete in all respect including 1 year service (With Parts) and 5 year compressor warranty.	02	
	1.2 Providing and installation of Air Conditioned, split unit (2.0 ton) capacity of approved make and quality with outer unit consisting on compressor, condenser, fan and other accessories complete in all respect including 1 year service (with parts) and 5 year compressor warranty.	03	
	1.3 Providing and installation of Air Conditioned, split unit (1.5 ton) capacity of approved make and quality with outer unit consisting on compressor, condenser, fan and other accessories complete in all respect including 1 year service (with parts) and 5 year compressor warranty.	17	
S. No	Specification	Qty.	Specification Offered
<b>Package 2</b>	2.1 Supplying of AC Electric Water (Dispenser) of approved make and quality etc complete.	03	
	2.2 Supplying of Deep Freezer (Fridge) size 14 cft approved make and quality i/c stabilizer.	01	
	2.3 Providing Microwave Oven 1.6 to 2 cubic feet size.	01	
S. No	Specification	Qty.	Specification Offered
<b>Package 3</b>	3.1 Supplying & Installation of AC Electric Ceiling Fan of size 56" with Regulator (Dimmer) approved make & quality Pak Fan, Younus Fan, Royal Fan (or equivalent make including necessary wiring etc) complete.	10	

**Note:**

- *The bidder is required to submit bids for complete package i.e all items mentioned in that package (and not separate component of package).*
- *The bids shall be evaluated on the basis of complete package (and not individual component of the package).*
- *The lowest evaluated bid shall be declared on the basis of lowest quoted price of complete package among the bidders who meet technical specification*