

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. APPELLATE TRIBUNAL, SINDH REVENUE BOARD,
KARACHI.
- 2) PROVINCIAL / LOCAL GOVT / OTHER GOVERNMENT OF SINDH
- 3) TITLE OF CONTRACT PROCUREMENT OF 02 PHOTOCOPIER MACHINES
- 4) TENDER NUMBER 03
- 5) BRIEF DESCRIPTION OF CONTRACT ESTABLISHMENT THE OFFICE OF APPELLATE TRIBUNAL
- 6) FORUM THAT APPROVED THE SCHEME LAW DEPARTMENT / FINANCE DEPARTMENT
- 7) TENDER ESTIMATED VALUE Rs.4,20,000/-(Four Hundred twenty thousand only)
- 8) ENGINEER'S ESTIMATE N.A.
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 30 DAYS
- 10) TENDER OPENED ON (DATE & TIME) 15.02.2018 AT 02 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD 06 (LIST ATTACHED)
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT ENCLOSED
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S. Al-Madina Enterprises.
- 16) CONTRACT AWARD PRICE Rs. 198,500/- each (Rs. 397,000/- for 02 machines)
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED :- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS

M. A. M. Q.
CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	Sr. No.36370 (2147483647) dated 23.01.2018
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	
No	NO.

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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M. Aslam
**CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD**

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	NO

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	NO

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	NO

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	NO

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	NO

Signature & Official Stamp of
Authorized Officer

Mahesh D. S.
CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset



**APPELLATE TRIBUNAL
SINDH REVENUE BOARD**

3rd Floor, PRC Towers, Lalazar, M.T. Khan Road,

Phone No.99210585-92

LIST OF TENDER DOCUMENTS' BUYERS.

1. M/s VORSON (Pvt.) Ltd. 173-W, Block -2 PECHS, Karachi.
2. M/s Comzon Contractor, 1/2, Block-6, PECHS, Karachi
3. M/s ASRA Traders, A-48. Faraz Avenue Block-20, Jouhar More, Gulistan-e-Jouhar, Karachi.
4. M/s Al-Madina Enterprises, 122, 2nd Floor, Odean Centre, Preedy Street, Saddar, Karachi.
5. M/s International Business Products (Pvt.) Ltd. 188-A Block-2, Humera Center, PECHS, Shakra-e-Faisal, Karachi.
6. M/s Shirazi Trading Co. , 2nd Floor, Nadir House, I.I. Chundrigar Road, Karachi.


**CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD**



No.AT/SRB/Tender-03/2018
**APPELLATE TRIBUNAL
SINDH REVENUE BOARD**

3rd Floor, PRC Towers, Lalazar, M.T. Khan Road,

Karachi, Dated the 21st April, 2018

Phone No.99210585-92

✓
M/s Al-Madina Enterprises,
122, 2nd Floor. Odean Centre,
Preedy Street, Saddar, Karachi.

LETTER OF ACCEPTANCE

SUBJECT: PROCUREMENT OF 02 PHOTOCOPIER MACHINES (RICOH) FOR THE
OFFICE OF APPELLATE TRIBUNAL, SINDH REVENUE BOARD.

On the recommendation of the Procurement Committee and with the approval of the competent authority, it is to inform you that your bid (opened on 15.02.2018) for procurement of 02 photocopier machines in sum of Rs.397,000/- (Rupees Three Lac Ninety Seven Thousand only) is hereby accepted.

You are, therefore, advised to furnish Performance Security 10% of the whole contract amount in the form of Bank Guarantee / Pay Order from any scheduled bank of Pakistan and provide Government stamp duty @ 0.3% of the contract amount for signing the contract in accordance with the conditions of contract. The copy of Contract is also enclosed.

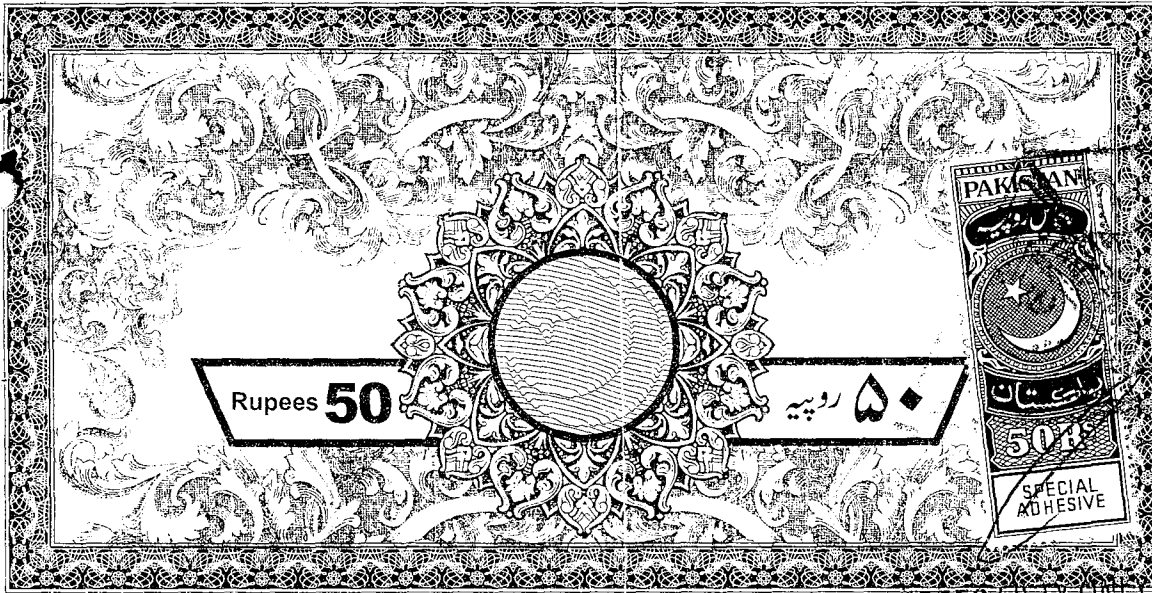

(JUSTICE NADEEM AZHAR SIDDIQI)
CHAIRMAN

A copy is forwarded for information to :-

1. The Secretary, Law Department, Government of Sindh, Karachi.
2. The Managing Director, Sindh Public Procurement Regulatory Authority, Khi.


**CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD**

✓
CHAIRMAN



ANIL AKHTAR STAMP VENDOR
 Lic # 05, Shop # 04, New Ruby Centre,
 Talpur Road, Boulton S.No.....
 Market Karachi Date.....
 Issue to with Address MR.....
 Through with Address MR.....
 Purpose.....
 Value Rs.....
 Stamp Vendor's Signature.....
 (NOT TO BE USED FOR FAKO DOCUMENTS)
 Vendor Not responsible for FAKO Documents

40347

13 APR 2018

PAKISTAN
 500
 SPECIAL ADHESIVE
 (RUPEES FIVE HUNDRED)
 City Court
 Karachi

16 APR 2018

GHULAM HABIB (Advocate)

AGREEMENT

This CONTRACT AGREEMENT made the 04th Day of May 2018,
 between Appellate Tribunal, Sindh Revenue Board, Govt. of Sindh Karachi (hereinafter
 called the Procuring Agency), of the one part And M/s Al-Madina Enterprises, Karachi-
 Pakistan (hereinafter called the Supplier) of the other part.

WHEREAS, the Procuring Agency invited bids for certain goods (i.e. procurement of 02
 Photocopier Machines) and has accepted a bid of the Supplier for the supply of certain goods
 in the sum of Rs.397,000/- (Three Lac Ninety Seven Thousands Only) (hereinafter called
 "the Contract Price")

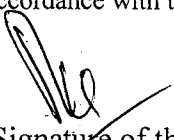
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

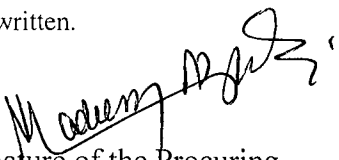
1. In this Agreement words & expressions shall have the same meanings as are
 respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part
 of this Agreement, viz:
 - a) The Bid Form and the Prices Schedule submitted by the Bidder
 - b) Schedule of Requirements
 - c) The Technical Specifications.
 - d) The General Conditions of Contract.
 - e) The Special Conditions of Contract
 - f) The Procuring Agency's Notification of Award.

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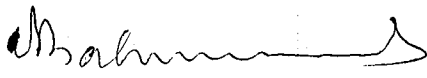
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to supply Goods and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier, in consideration provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable 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.


Signature of the Contractor
Agency **Al-Madina Enterprises**
Proprietor


Signature of the Procuring
CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD

Signed, sealed and delivered in the presence of:


Witness:
MOHAMMAD ASHFAQ BALOUCH
MEMBER JUDICIAL
APPELLATE TRIBUNAL
SINDH REVENUE BOARD KARACHI


Witness:
AGHA KAFEEL BARIK
MEMBER TECHNICAL-II
APPELLATE TRIBUNAL
SINDH REVENUE BOARD KARACHI



Al - Madina Enterprises

GOVT. APPROVED "A" CLASS CONTRACTOR GENERAL ORDER SUPPLIERS,
CIVIL WORK, OFFICE EQUIPMENTS & FURNITURES

All Kind of Office Equipment's (Sound Systems, Intercom, PABX Exchange, Air Condition, Fax, Photocopier, Generator, CCTV, etc.),
Stationery, Printing Works, Panaflex Board, Interior Decor Work, Events/Occasion Planners, Computer Equipment, Installation, Hardware, Software & Accessories,
Service Provide of Repair & Maintenance Works of Office Machinery, Equipment, Furniture, Vehicles, Computers & Office Building.

Ref: _____

Date: 15/02/18

(A)

FORM OF BID REQUIREMENTS:

Sr.No	Subject	Provision
1.	Amount of Earnest Money in the form of Pay Order	05% of the bid amount in favor of Registrar/DDO, Appellate Tribunal, SRB, Government of Sindh, Karachi.
2.	Performance Security	10% of the Bid amount at the time of signing of the contract.
3.	Validity Period of Performance Security	For a Period of One (01) Year after signing of Agreement.
4.	Surety for the proposed Performance Security (state the name and address of the proposed scheduled Bank from whom Performance Security shall be obtained)	Any Scheduled Bank in Pakistan.
5.	Venue of arbitration	Secretary, Law Department, Government of Sindh, Assembly Building, Karachi.
6.	Facility Manager's Address for serving of Notices	
7.	Procuring Agency's Address for serving of Notices	The Registrar/DDO, Appellate Tribunal, SRB, Government of Sindh, 3 rd Floor, PRC Towers, Lalazar, M.T.Khan Road, Karachi.-Pakistan Ph/ No: 021-99210585-92



(Signature of Bidder & Company Seal)

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**CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD**

ANNEXURE-G:

SCHEDULE OF REQUIREMENTS

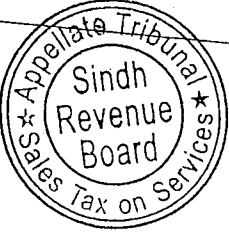
Requirements	Specifications of Photocopier Machine	Qty	Rate per Unit (Rs.)	GST (Rs)	Total Amount
	TOSHIBA/ RICOH CANONN/ 25 CPM <i>Model - RICOH 2550</i>	02 Units	198500 <i>with GST</i>		397000

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Total In words:

Grand Total: Rs. 397000



M. Qasim M. Q.

**CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD**

Stamp of the Firm:



Authorized Signatures:

15/02/2016



Al - Madina Enterprises

GOVT. APPROVED "A" CLASS CONTRACTOR GENERAL ORDER SUPPLIERS,
CIVIL WORK, OFFICE EQUIPMENTS & FURNITURES

All Kind of Office Equipment's (Sound Systems, Intercom, PABX Exchange, Air Condition, Fax, Photocopier, Generator, CCTV, etc.),
Stationery, Printing Works, Panaflex Board, Interior Decor Work, Events/Occasion Planners, Computer Equipment, Installation, Hardware, Software & Accessories,
Service Provide of Repair & Maintenance Works of Office Machinery, Equipment, Furniture, Vehicles, Computers & Office Building.

Date: 15/02/18

Ref: _____

To,

The Chairman,
Appellate Tribunal, Sindh Revenue Board,
Karachi.

Technical Proposal Submission Form

Dear Sir,

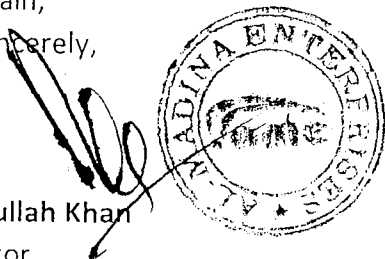
We, the undersigned, offer to provide the Photocopier Machines in accordance with your request for proposal. We are hereby submitting our proposal, which includes the Technical and Financial Proposal sealed in envelopes.

We, undertake, if our proposal is accepted, to provide the Photocopier Machines related to the assignment.

We also confirm that the Government of Sindh has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,



Rizwanullah Khan
Proprietor

M/s. Al-Madina Enterprises

Office at 122, 2nd Floor, Odean Centre, Preedy Street, Saddar, Karachi

M. A. Jaffer
CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD

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II-General Conditions of Contract

27. CONTRACT:

The Appellate Tribunal, Sindh Revenue Board shall, after receipt of the performance security from the successful bidder send the contract provided in the Tender Document, to the successful bidder. Within three working days of the receipts of such contract, the Bidder shall sign and date the contract and return it to the Appellate Tribunal, Sindh Revenue Board.

28. CONTRACT DOCUMENTS AND INFORMATION:

The contractor shall not, without the Appellate Tribunal, Sindh Revenue Board prior written consent, make use of the contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Appellate Tribunal, Sindh Revenue Board in connection herewith except for purposes of performing the contract of disclose the same to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

29. CONTRACT LANGUAGE:

The contract and all documents relating to the contract, exchanged between the contractor and the Appellate Tribunal, Sindh Revenue Board, shall be in English. The contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

30. STANDARDS:

The goods provided under this contract shall conform to the authoritative latest industry standards.

31. PATENT RIGHT:

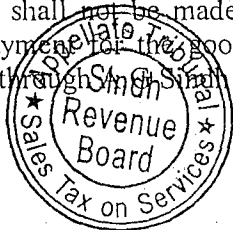
The contract shall indemnify and hold the department harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

32. EXECUTION SCHEDULE:

The Contractor shall submit an execution Schedule, giving details of goods rendered, as required under the contract, to the Appellate Tribunal, Sindh Revenue Board, immediately after the issuance of letter of Intent.

33. PAYMENT:

The contractor shall submit an Application for payment, in the prescribed form, to the Appellate Tribunal, Sindh Revenue Board. The Application for payment shall: be accompanied by the such invoices, receipts or other documentary evidence as the Appellate Tribunal, Sindh Revenue Board may require; state the amount claimed; and set forth in detail, in order of the price schedule, particulars of the goods provided, up to the date of the application for payment and subsequent to the period covered by the last preceding certificate of payment, if any. Payment shall not be made in advance. The Appellate Tribunal, Sindh Revenue Board shall make payment for the goods provided, to the contractor, as per Government policy, in Pak Rupees, through Sindh Cheque.



M. A. J.
CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD

(17)

34. PRICE:

The contractor shall not charge prices for the goods provided and for other obligations discharged, under the contract, varying from the prices quoted by the contractor in the price schedule.

35. CONTRACT AMENDMENT:

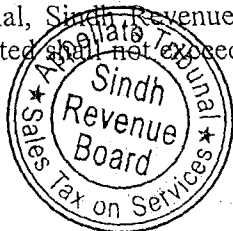
The Appellate Tribunal, Sindh Revenue Board may, at any time, by written notice served on the contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all /any of the goods with the percentage as prescribed in Bidding Documents. The contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the change), to the Appellate Tribunal, Sindh Revenue Board. The contractor shall not execute the change until and unless the Appellate Tribunal, Sindh Revenue Board has allowed the said change, by written order served on the contractor. The change, mutually agreed upon, shall constitute part of the obligations under this contract, and the provisions of the contract shall apply to the said change. No variation in or modification in the contract shall be made, except by written amendment signed by both the Appellate Tribunal, Sindh Revenue Board and the contractor.

6. ASSIGNMENT / SUBCONTRACT:

The contractor shall not assign or sub-contract its obligations under the contract, in whole or in part, except with the Appellate Tribunal, Sindh Revenue Board prior written consent. The contractor shall guarantee that any and all assignees or subcontractors of the contractor shall, for performance of any part or whole of the goods under the contract, comply fully with the terms and conditions of the contract applicable to such part or whole of the goods under the contract.

37. LIQUIDATED DAMAGES:

If the contractor fails/delays in performance of any of the obligations, under the Contract/violates any of the provisions of the Contract/commits breach of any of the terms and conditions of the contract the Appellate Tribunal, Sindh Revenue Board may, without prejudice to any other right of action/remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ 0.25% of the contract Price which attributable to such part of the services as cannot, in consequence of the failure/delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Appellate Tribunal, Sindh Revenue Board, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.



Handwritten signature
**CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD**

(28)

38. BLACKLISTING:

If the contract fails/delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Appellate Tribunal, Sindh Revenue Board may, at any time, without prejudice to any other right of action/remedy it may have, blacklist the contractor, either indefinitely or for a stated period, for further tenders in public sector. If the contractor is found to have engaged in corrupt or fraudulent practices in competing for the without prejudice to any other right of action / remedy it may have, blacklist the contractor, either indefinitely or for a stated period, for further tenders in public sector.

39. FORFEITURE OF PERFORMANCE SECURITY:

If the contractor fails/delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Appellate Tribunal, Sindh Revenue Board may, without prejudice to any other right of action / remedy it may have, forfeit performance security of the contractor. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, performance security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

40. TERMINATION FOR DEFAULT:

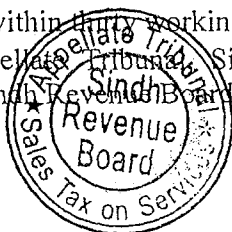
If the contractor fails/delays in performance of any of the obligations, under the contract/violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Appellate Tribunal, Sindh Revenue Board may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the contract indicate the nature of the default(s) and terminate the contract, in whole or in part, without any compensation to the contractor. Provided that the termination of the contract shall be resorted to only if the contractor does not cure its failure/delay, within fifteen working days (or such longer period as the Appellate Tribunal, Sindh Revenue Board may allow in writing), after receipt of the such notice. If the Appellate Tribunal, Sindh Revenue Board terminates the contract for default, in whole or in part, the Appellate Tribunal, Sindh Revenue Board may procure, upon such terms and conditions and in such manner as it deems appropriate, goods similar to those undelivered, and the contractor shall be liable to the Appellate Tribunal, Sindh Revenue Board excess costs for such similar Goods. However, the contractor shall continue performance of the contract of the extent not terminated.

41. TERMINATION OF INSOLVENCY:

If the contractor becomes bankrupt or otherwise insolvent, the Appellate Tribunal, Sindh Revenue Board, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the contractor, indicate the nature of the insolvency and terminate the contract, in whole or in part, without any compensation to the contractor.

42. TERMINATION FOR CONVENIENCE:

The Appellate Tribunal, Sindh Revenue Board may, at any time, by written notice served on the contractor terminate the contract, in whole or in part, for its convenience, without any compensation to the contractor. The Goods which are complete or to be completed by the contractor, within forty working days after the receipt of such notice, shall be accepted by the Appellate Tribunal, Sindh Revenue Board. For the remaining Goods, the Appellate Tribunal, Sindh Revenue Board may elect:



M. A. J.
CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD

- To have any portion thereof completed/or
- To cancel the remainder and pay to the contractor an agreed amount for partially completed Goods.

43. FORCE MAJEURE:

The contractor shall not be liable for liquidated damages, forfeiture of its performance security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance / discharge of obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the contractor shall, by written notice served on the Appellate Tribunal, Sindh Revenue Board indicate such condition and the cause thereof. Unless otherwise directed by the Appellate Tribunal, Sindh Revenue Board in writing, the contractor shall continue to perform under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

44. TAXES AND DUTIES:

The contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/sales tax to the concerned authorities of Income Tax and Sales Tax Department.

45. CONTRACT COST:

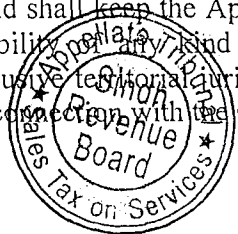
The contractor shall bear all costs/expenses associated with the preparation of the contract and the Appellate Tribunal, Sindh Revenue Board shall in no case be responsible for those expenses.

46. EXTENSION IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT:

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Contractor shall, by the written notice served on the Appellate Tribunal, Sindh Revenue Board promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Appellate Tribunal, Sindh Revenue Board shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the contractor's time for performance of its obligations under the Contract.

47. STATUTES AND REGULATIONS:

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Appellate Tribunal, Sindh Revenue Board indemnified against all penalties and liability of any kind for breach of any of the same. The Courts at Karachi shall have the exclusive jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.



M. A. M. M.

(20)

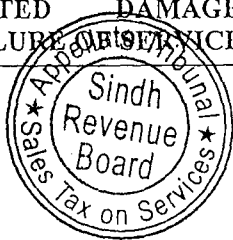
CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD

48. SPECIAL STIPULATIONS:

SCHEDULE -A SPECIAL STIPULATIONS

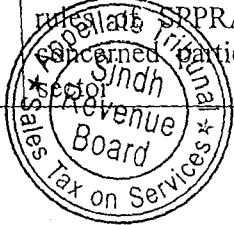
For ease of reference, certain special stipulations are as under:-

<p>TENDER EARNEST MONEY</p>	<p>The Contractor shall furnish the Earnest Money as under: for the whole Tender;</p> <p>The Total Bid price is more than the PKR 5 million, in the form of Demand Draft/Pay Order, in the name of the Registrar, Appellate Tribunal, Sindh Revenue Board, Government of Sindh as per the format provided in the Tender Document or in another form acceptable to the Appellate Tribunal, Sindh Revenue Board for a sum equivalent to 05% of the Total Bid Price, denominated in PAK Rupees, Have a minimum validity period of ninety (90) days from the last date for submission of the tender or until furnishing of the performance security, whichever is later.</p>
<p>PERFORMANCE SECURITY</p>	<p>The successful contractor shall furnish performance security as under:-</p> <p>Within Twenty (20) working days of the receipt of the Acceptance letter from the AT,SRB form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the tender document or in another form acceptable to the AT, SRB , for a sum equivalent to 10% of the contract value, denominated in PAK Rupees, Have a minimum validity period of One (01) Year from the date of award notification or until the date of expiry of warranty period, whichever is later.</p>
<p>START OPERATION FOR DELIVERY</p>	<p>Immediately after the signing of Contract.</p>
<p>LIQUIDATED DAMAGES FOR FAILURE OF SERVICES</p>	<p>Liquidated damages shall be levied @ 0.25% of the contract price which is attributable to such part of the Goods as cannot,</p>



M. Ayyub Khan
CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD

BY THE CONTRACTOR	in consequence of the failure/delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Appellate Tribunal, Sindh Revenue Board and the actual delivery date(s), provided that the amount so deducted shall not exceed, in the aggregate, 50% of the contract price. (This penalty will also be invoked on the commitments given by the contractor in their technical proposal).
LEGAL STATUS TO WORK IN PAKISTAN	The bidder must be allowed and meet all conditions set forth by the Government of Pakistan & Government of Sindh as per rules of PPPRA-2010 (Amended-2013), to work with all concerned parties of the private, public, and not for profit



M. A. J. J.

**CHAIRMAN
APPELLATE TRIBUNAL
SINDH REVENUE BOARD**



Phone No.99210585-92

No.AT/SRB/Tender-03/2018
APPELLATE TRIBUNAL
SINDH REVENUE BOARD
3rd Floor, PRC Towers, Lalazar, M.T. Khan Road,

Karachi, Dated the 7TH May 2018

M/s Al-Madina Enterprises,
122, 2nd Floor. Odean Centre,
Preedy Street, Saddar, Karachi.

SUPPLY ORDER

SUBJECT: SUPPLY ORDER FOR PROCUREMENT OF 02 PHOTOCOPIER MACHINES (RICOH) FOR THE OFFICE OF APPELLATE TRIBUNAL, SINDH REVENUE BOARD.

Please refer to the Contract Agreement as recommended by the Procurement Committee signed on 04.05.2018 for procurement of 02 photocopier machines (Ricoh) for the office of this Appellate Tribunal in lumpsum amount of Rs.397,000/- (Rupees Three Lac Ninety Seven Thousand only).

You are, therefore, advised to supply the above 02 photocopier Machines within stipulated time i.e. (30 days), with effect from the date of receipt of this letter. In case of delay in completion of work, the penalty shall be imposed as per said contract agreement.


(JUSTICE ® NADEEM AZHAR SIDDIQI)
CHAIRMAN

A copy is forwarded for information to :-

1. The Secretary, Law Department, Government of Sindh, Karachi.
2. The Managing Director, Sindh Public Procurement Regulatory Authority, Khi.

CHAIRMAN