



## **SINDH ENVIRONMENTAL PROTECTION TRIBUNAL**

**TENDER NO. SEPT/173/2017**

### **BIDDING DOCUMENTS**

## **Procurement of Physical Assets**

### **(Machinery Equipment)**

**Address:** Sindh Environmental Protection Tribunal,  
situated at 4<sup>th</sup> Floor, State Life Building No.03,  
Dr. Ziauddin Ahmed Road, Karachi

**Ph No: 021-99207569**

<b>Last Date of Collection of SBD:</b>	17 <sup>th</sup> April, 2017 till 02:00 P.M
<b>Tender Submission Date:</b>	18 <sup>th</sup> April, 2017 by 12:00 NOON
<b>Tender Opening Date:</b>	18 <sup>th</sup> April, 2017 at 01:00 P.M
<b>Cost of Bidding Documents:</b>	Rs. 500/-

## **TABLE OF CONTENTS**

<b>Sr. No.</b>	<b>Description</b>	<b>Page No.</b>
<b>1.</b>	Introduction	<b>03</b>
<b>2.</b>	Invitation to Bid	<b>04</b>
<b>3.</b>	Instruction to Bidders	<b>05</b>
<b>4.</b>	Covering Letter Format (Annexure-A).	<b>06</b>
<b>5.</b>	Terms & Conditions of the Tender	<b>07-14</b>
<b>6.</b>	Agreement Format	<b>15-17</b>
<b>7.</b>	General Conditions of Contract	<b>18-21</b>
<b>8.</b>	Special Stipulations	<b>22</b>
<b>9.</b>	Preliminary Requirements (Appendix-1).	<b>23</b>
<b>10.</b>	Technical Proposal Submission Form (Annexure-B)	<b>24</b>
<b>11.</b>	Bid Evaluation Criteria (Annexure-C).	<b>25-27</b>
<b>12.</b>	Undertaking (Annexure-D).	<b>28</b>
<b>13.</b>	Manufacturer's Authorization Form (Annexure-E).	<b>29</b>
<b>14.</b>	Financial Proposal Submission Form (Annexure-F).	<b>30-31</b>
<b>15.</b>	Schedule of Requirements (Annexure-G).	<b>32-34</b>
<b>16.</b>	Affidavit (Annexure-H).	<b>35</b>
<b>17.</b>	Form of Bid Requirements (Annexure-I).	<b>36</b>
<b>18.</b>	Performance Security Form (Annexure-J).	<b>37</b>
<b>19.</b>	Integrity Pact (Annexure-J).	<b>39</b>
<b>20.</b>	Bidding Data	<b>40</b>

## **IMPORTANT NOTE:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertaking/valid documentary evidence/ supporting documents or test certificates, are liable to be rejected at the initial stage. The data sheets, valid documentary evidence for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that any objection shall not be entertained regarding the terms and conditions of the Bidding Documents, at the later stages during Tender process.

## **APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES-2010 (AMENDED IN 2013):**

This Bidding Process will be governed under Sindh Public Procurement Rules-2010, as amended from time to time.

## **INTRODUCTION:**

The Sind Environmental Protection Tribunal, has newly been established and is situated at 4<sup>th</sup> Floor, State Life Building No.03, Dr. Ziauddin Ahmed Road, Karachi, hence, this office/Tribunal is seeking Authorized Distributors / Proponents who supply Machinery Equipments. Re-furnished and used Machinery Equipments should not be quoted by any Interested Bidder.

## INVITATION TO BID:

### **1.1 SPPRA Rules to be followed:**

Sindh Public Procurement Rules-2010 (Amended in 2013) will strictly be followed. These may be obtained from SPPRA's website:

[http://www.pprasindh.gov.pk/spprarules\\_2010.php](http://www.pprasindh.gov.pk/spprarules_2010.php)

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Sindh Public Procurement Rules-2010 (Amended in 2013).

### **1.2 Mode of Advertisement (s):**

As per Rule-17, this Tender is being placed online at SPPRA's website, and advertised in Three Leading News Papers i.e. Daily English Dawn; Daily Urdu Jung; and Daily Sindhi Sobh.

As per Rule-17, sub-rule (4), this Tender along with bidding documents has also been placed online at the website carrying all details and can also be downloaded from SPPRA's website <http://www.pprasindh.gov.pk/>

### **1.3 Types of Opening Competitive Bidding:**

Following Procedure will be followed by Sindh Environmental Protection Tribunal for opening competitive bidding. As per Rule 46 (02), Single Stage-Two Envelopes Procedure would be followed. This is as follows:

- a) The Bid shall contain two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- b) The envelopes shall be marked as **"FINANCIAL PROPOSAL"** and **"TECHNICAL PROPOSAL"** in bold and legible letters to avoid confusion.
- c) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** shall be opened.
- d) Envelope marked as **"FINANCIAL PROPOSAL"** shall be retained in the custody of the procuring agency without being opened.
- e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
- f) No amendments in the Technical Proposal shall be permitted during technical evaluation.
- g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- h) Financial proposal of bids found technically non-responsive, shall be returned un-opened to the respective bidders.
- i) Bid found to be the lowest evaluated or best evaluated, shall be accepted.

In accordance with these rules, interested companies (hereinafter referred to as **"Bidders"**) applying for bids should submit two separate **Envelopes for Financial Proposal** and **Technical Proposal**.

Technical Evaluation is based on Marks which are assigned to each criteria/ sub-criteria as the minimum Threshold as mentioned in these Bidding Documents.

## **2. INSTRUCTION TO BIDDERS:**

All Bids must be accompanied by an Earnest Money in shape of pay order equal to **02%** of quoted price in favor of **“D.D.O. SEPT”**. The bids along with an Earnest Money, Tender Forms, Affidavits and all required Documents as mentioned in Bidding Documents must be delivered in the office of Sindh Environmental Protection Tribunal, 4<sup>th</sup> Floor, State Life Building No.03, Dr. Ziauddin Ahmed Road, Karachi on or before **12:00 PM** by **18<sup>th</sup> April, 2017**. The Technical Bids will be publicly opened in the office at **01:00 PM** on the same day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods must be received in writing to the following Officer not later than Five (05) working days prior to the deadline for the submission of Bids. Any Query received after such days shall not be entertained. All queries shall be responded to within due time.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidder is drawn to the provisions of clause on **“Determination of Responsiveness of Bid”** regarding the rejection of bids which are not substantially responsive to the requirement of the Bidding Documents

Contact Number of the Officer for all correspondence in relation to this bid is as follows:

### **CONTACT:**

Mr. Dilshad Ahmed,

Deputy Registrar

Phone: 021-99207569, 0321-2449848

**Address:** 4<sup>th</sup> Floor, State Life Building No.03, Dr. Ziauddin Ahmed Road, Karachi. Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via to the above mentioned Officer in writing only.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Sindh Environmental Protection Tribunal will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

As Authority competent to accept the Tender, the Sindh Environmental Protection Tribunal reserves the right to cancel the Tender, accept or reject one or all Bids without assigning any reason thereof.

Failure to supply required goods within the specified time period will invoke penalty as specified in this document. In addition to that, Security Deposit amount will be forfeited and the company will not be allowed to participate in future Tenders as well.

**ANNEXURE-A:**

**FORMAT FOR COVERING LETTER:**

To

The Deputy Registrar,  
Sindh Environmental Protection Tribunal,  
4<sup>th</sup> Floor, State Life Building No.03, Dr. Ziauddin Ahmed Road.  
**Karachi.**

**Subject: PROCUREMENT OF MACHINERY EQUIPMENT FOR THE OFFICE  
OF SINDH ENVIRONMENTAL PROTECTION TRIBUNAL**

**This Letter should be on the Letter Head of the Bidder/Firm and should be signed by a  
person competent. It should be included by the Bidder in its Technical Bids)**

Dear Sir,

Having examined the Tender Documents and Annexures we, the undersigned, in conformity with the said documents, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

We undertake, if our proposal is accepted, to provide the **machinery equipments** comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Department.

We agree to abide by this proposal for the period of **thirty (30) days** (as per requirement of the procurement) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract in the form to be communicated by the Sindh Environmental Protection Tribunal, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

We would like to clearly state that we qualify for this work as our company meets all the Pre-Factor criteria indicated on your Tender document. The details are attached:-

**Authorized Signatures with Official Seal**

## **TERMS & CONDITIONS OF THE TENDER:**

### **3. DEFINITIONS:**

- 3.1** In this document, unless there is anything repugnant in the subject or context:
- 3.2** “Procuring Agency” means the Sindh Environmental Protection Tribunal or any other person/entity for the time being or from time to time duly appointed in writing by the Sindh Environmental Protection Tribunal to act as Procuring Agency for the purpose of the contract.
- 3.3** “Confirmation” means confirmation in writing.
- 3.4** “Contractor/Bidder/Tenderer” means an entity/ company/organization that is a registered bidder with the Sindh Environmental Protection Tribunal and has submitted its Bid as per the criteria / specifications listed.
- 3.5** “Contractor” means any entity or person that may provide or provides the Goods to any of the public sector organization under the contract.
- 3.6** “Contract” means the contract proposed to be entered into between the Sindh Environmental Protection Tribunal and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.7** “Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.8** “Calendar Days” means days including all holidays.
- 3.9** “Fraudulent and Corrupt practices” will have the same bearing and meaning as are defined in General Provision Part-I, in the Sindh Public Procurement Rules-2010 (as Amended in 2013).
- 3.10** “Government” means Government of Sindh.
- 3.11** “In Writing” means communicated in written form e.g. by mail, e-mail or fax, delivered with proof of receipt.
- 3.12** “Person” means individual, association of persons, firm, company, corporation, institution and organization, etc having legal capacity.
- 3.13** “Personnel” means professionals and support staff provided by the bidder that are assigned to perform the Task or any part thereof.
- 3.14** “Procurement Methods” means any one of the procurement modes/methods as provided in the Sindh Procurement Rules-2010 ( as Amended in 2013) published by the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- 3.15** “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Goods submitted by a Bidder in response to RFP.
- 3.16** “Substantially Responsive Bid”, means the Bid that contains no material differences or Deviations from or reservations to, the terms, conditions and Specifications given in the Bidding Documents.
- 3.17** “RFP” means Request for Proposals, including any amendments that may be made by the Sindh Environmental Protection Tribunal for the selection of bidder.
- 3.18** “Repeat Order”, means Procurement of Additional quantities of the item(s) from the original contractor or supplier, where, after the items originally envisaged for the project have been procured through open competitive Bidding and such additional quantities of the same item(s) of goods are needed to meet the requirements of the project.
- 3.19** “SBD” means Standard Bidding Documents.
- 3.20** “Goods” means the tasks to be performed by the bidder pursuant to the Contract as listed under ***Annexure-G***.

#### **4. HEADINGS AND TITLES:**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

#### **5. NOTICE:**

**5.1** In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Sindh Environmental Protection Tribunal and the Bidder, the same shall be:

**5.1.1** in writing;

**5.1.2** issued within reasonable time;

**5.1.3** served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

**5.1.4** The words “notify”, “order”, “consent”, “approve”, “instruct”, shall be construed accordingly.

#### **6. TENDER SCOPE:**

Sindh Environmental Protection Tribunal, (hereinafter referred to as “the Procuring Agency”) invites /requests Proposals (hereinafter referred to as “the Tender”) for the procurement of Machinery Equipment from Authorized Vendors for the Offices of Sindh Environmental Protection Tribunal.

#### **7. TENDER ELIGIBILITY:**

**7.1** Eligible Bidder is a Bidder who:

**7.1.1** has a registered office in Pakistan;

**7.1.2** has required relevant experience as mentioned at **Annexure- C**;

**7.1.3** has valid authorization in Pakistan;

**7.1.4** has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment as mentioned vide **Annexure- G**;

**7.1.5** Provider of Goods as mentioned vide as per Schedule of Requirements at **Annexure-G** ;

**7.1.6** Conforms to the clause of “Responsiveness of Bid”

#### **8. TENDER COST:**

The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Tender and the Sindh Environmental Protection Tribunal shall in no case be responsible / liable for the any costs/expenses.

#### **9. JOINT VENTURE:**

Joint venture or Partnership firms are not eligible for this Tender. Only those companies which are validly registered with sales tax and income tax departments and having sound financial strength can participate.

#### **10. EXAMINATION OF THE TENDER DOCUMENT:**



The Bidder is expected to examine the Tender Document, including all instructions and terms & conditions.

#### **11. CLARIFICATION OF THE TENDER DOCUMENT:**

The Bidder may require further information or clarification of the Tender Document, within 10-working days of issuance of Tender in writing.

#### **12. AMENDMENT OF THE TENDER DOCUMENT:**

- 12.1** The Sindh Environmental Protection Tribunal may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2** The Sindh Environmental Protection Tribunal shall notify the amendment(s) in writing to the prospective Bidders.
- 12.3** The Sindh Environmental Protection Tribunal may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Department and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **13. PREPARATION / SUBMISSION OF TENDER:**

- 13.1** The Tender and all documents relating to the Tender, exchanged between the Bidder and the Sindh Environmental Protection Tribunal, shall be in English. Any Printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern the purpose of interpretation of the Tender.
- 13.2** The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.
- 13.3** The Tender shall be in Two Envelopes i.e. the “Technical Proposal” and the “Financial Proposal”.
  - 13.3.1** The Technical Proposal shall comprise and fulfill all the requirements, **without quoting the price.**
  - 13.3.2** Tender shall be in Covering Letter duly signed and stamped by authorized representative. **(Annexure-A).**
  - 13.3.3** Technical Proposal Form, at **Annexure-B.**
- 13.4** Evaluation Criteria at **Annexure-C.**
  - 13.4.1.** Undertaking at **Annexure-D**, All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted.
  - 13.4.2** Manufacturer’s Authorization Form at **Annexure-E.**
  - 13.4.3** Affidavit at **Annexure-H.**
  - 13.4.4** Form of Bid Requirements at **Annexure-I.**
  - 13.4.5** Evidence of eligibility of the Bidder & the Goods.
  - 13.4.6** Evidence of conformity of the Goods to the Tender Document.
  - 13.4.7** Technical Brochures/Literature.
  - 13.4.8** The statement must be signed by the authorized representative of the Bidder.
  - 13.4.9** Valid Registration Certificate for Income Tax and Sales Tax.
  - 13.4.10** Income tax & sales tax returns for the last 04 years.
- 13.5** The Financial Proposal shall comprise the following:

**13.5.1** Financial Proposal Form as mentioned at **Annexure-F**.

**13.5.2** Schedule of Requirement as mentioned at **Annexure-G**.

**13.5.3** Tender Earnest Money (**02% of the total Bid amount in shape of Pay order**).

**13.6** The Bidder shall seal the Technical Proposal in an envelope duly marked as under:-

[Technical Tender Inquiry No]

[Tender Name]

Open on: [Last Date of submission of the Tender]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

**13.7.** The Bidder shall follow the same process for the Financial Proposal.

**13.8** The Bidder shall again seal the envelope of Financial Proposal, duly marking the envelope as under:

[Financial Tender Inquiry No]

[Tender Name]

**Strictly Confidential**

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

**13.9.** The Tender shall be mailed to reach and dropped in the Tender Box (1) placed in the Office as mentioned at clause-02, Para-04, during **11:00 am to 2:00 pm**, up to due date and time an/or on the last date upto 12:00 noon.

**13.10** This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, copies, certificate, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder. Non compliance with the same will cause the rejection of bid at the time of opening.

**14. TENDER PRICE:**

The quoted price shall be best/final/fixed in PAK Rupees inclusive of all taxes, duties, levies, insurance, freight, etc. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation. Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s). Each cost should be identified as unit price.

**15. EARNEST MONEY:**

**15.1** The Bidder shall furnish the Earnest Money as under:

**15.2** As part of Financial Bid Envelope, failing which will cause rejection of Bid.

**15.2.1** For a sum equivalent to **02%** of the Total Bid Price;

**15.2.2** Denominated in PAK Rupees.

**15.2.3** Have a minimum validity period of ninety days from the last date of submission of the Tender or until furnishing of the Performance Security, whichever is later;

**15.3** The proceeds of the Earnest Money shall be payable to the Procuring Agency, on the occurrence of any / all of the following conditions:-

**15.3.1** If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender form; or

**15.3.2** If the Bidder does not accept the correction of his total bid price; or

**15.3.3** If the Bidder, having been notified of the acceptance of the tender by the procuring agency during the period of the tender validity, fails or refuses to furnish the performance security in accordance with the tender documents

**15.4** The Earnest Money shall be returned to the technically unsuccessful bidder with unopened financial bids while the unsuccessful financial bids opening procedure will be the return of the Earnest Money only. The Earnest Money shall be returned to the successful bidder on furnishing the performance security.

**16. TENDER VALIDITY:**

The tender shall have a minimum validity period of **thirty (30) days** from the last date for submission of tender. The Sindh Environmental Protection Tribunal may solicit the bidder's consent to an extension of the validity period of the tender. The request and the response thereto shall be made in writing. If the bidder agrees to extension of validity period of the tender, the validity period of the Earnest Money shall also be suitably extended. The bidder may refuse extension of validity period of tender, without forfeiting the Earnest Money.

**17. WITHDRAWAL OF THE TENDER:**

**17.1** The bidder may, by return notice served on the Procuring Agency to modify or withdraw the tender after submission of the tender, prior to the dead line for submission of the tender.

**17.2** The tender, withdrawn after the deadline for submission for Bids and prior to the expiration of the period of the tender validity, shall result in forfeiture of the Earnest Money.

**18. OPENING OF THE TENDER:**

- 18.1** Tender shall be opened, at the given place, time and date, in presence of the bidder for which they shall ensure their presence without further intimation.
- 18.2** The bidder's name, modification, withdrawal, security, attendance of the bidders and such other details as the Sindh Environmental Protection Tribunal may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3** No bidder or its representative will be allowed to keep any digital device (i.e. camera, audio recorder, cell phone etc) during tender opening at given time and location. ***Non compliance will cause the rejection of respective bidder.***

## **19. CLARIFICATION OF THE TENDER:**

The Sindh Environmental Protection Tribunal shall have the right, at its exclusive discretion, to require, in writing, further information clarification of the tender or may require supporting Documents from any or all the Bidder(s). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered in the Bid. Acceptance of any such correction would be sole discretion of the Sindh Environmental Protection Tribunal.

## **20. DETERMINATION OF RESPONSIVENESS OF THE BID:**

The Sindh Environmental Protection Tribunal shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender Evaluation Criteria, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 20.1.1** meets the Preliminary Evaluation Criteria & De-Evaluation Criteria for the Bidder for the Goods as mentioned vide ***Appendix-1 & Annexure-C;***
- 20.1.2** meets the Technical Specifications for the Goods as mentioned vide ***Annexure-C;***
- 20.1.3** meets the point for the Goods as mentioned vide ***Annexure-C;***
- 20.1.4** meets the rate and limit of liquidated damages;
- 20.1.5** offers fixed price quotations for the Goods as mentioned vide ***Annexure-G;***
- 20.1.6** is accompanied by the required Tender Earnest Money as a part of Financial Bid envelope;
- 20.1.7** is otherwise complete and generally in order;
- 20.1.8** conforms to all terms and conditions of the Tender Document, without material deviation or reservation;
- 20.2** A material deviation or reservation is one which affects the scope, quality of the Goods or limits the Sindh Environmental Protection Tribunal rights or the Bidder's obligations under the contract.
- 20.3** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Sindh Environmental Protection Tribunal may waive off and minor a conformity or inconsistency or informality or irregularity in the Tender.

## **21. CORRECTION OF ERRORS/AMENDMENT OF TENDER:**

The Tender shall be checked for any arithmetic errors which shall be rectified, as follows: If there is a discrepancy between the amount in figures and the amount in words for the total Bid Price entered in the Tender Form, the amount which tallies with the total Bid Price entered in the Price Schedule, shall govern. If there is a discrepancy in the unit rate and the

total price entered in the price schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected. If there is a discrepancy in the actual sum of the itemized total prices and the total Bid price quoted in the price schedule, the actual sum of the itemized total prices shall govern. The Bid price as determined after arithmetic correction shall be termed as the corrected Bid price which shall be binding upon the bidder. Adjustment shall be based on corrected Bid Price. The price determined after making such adjustments shall be termed as evaluated total Bid price. The bidder shall rate the Bid price for the payment terms outlined in the conditions of contract which will be considered for the evaluation of the tender. The bidder may state alternate payment terms and indicate the reduction in the Bid price offered for such alternative payment terms. The Sindh Environmental Protection Tribunal may consider the alternative payment terms offered by the bidder.

## **22. REJECTION OF THE TENDER:**

**22.1** The Sindh Environmental Protection Tribunal shall have the right, at its exclusive discretion, to accept a Tender or reject any or all Tender (s), cancel/annul the Tendering process at any time prior to the award of Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Sindh Environmental Protection Tribunal action, and without thereby incurring any liability to the Bidder and the decision of the Procuring Agency shall be final.

**22.2** The Tender shall be rejected if it is:

**22.2.1** Substantially non-responsive; or

**22.2.2** Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents by other than specified mode; or

**22.2.3** Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or

**22.2.4** Subjected to interlineations /cuttings/corrections/erasures/overwriting; or

**22.2.5** The bidder submits more than one tenders; or

**22.2.6** The bidder refuses to accept the corrected total bid price; or

**22.2.7** The bidder has conflict of interest with the Procuring Agency; or

**22.2.8** The bidder tries to influence the Bid evaluation/Contract award; or

**22.2.9** The Bidder engages in corrupt or fraudulent practices in competing for the contract award.

**22.3.** There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

**22.4** The Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.

## **23. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:**

The Procuring Agency reserves the right at its exclusive discretion at the time of Contract Award to increase or decrease, by 15%, the quantity of Stores originally specified in Schedule of Requirements without any change in Unit Price or other terms & conditions.

## **24. ACCEPTANCE LETTER (LETTER OF INTENT):**

The Sindh Environmental Protection Tribunal shall, send the Acceptance letter (Letter of

Intent) to the successful Bidder, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract. Upon the successful Bidder's furnishing of the Performance Security, the Procuring Agency will promptly notify each unsuccessful Bidder & will Discharge its Earnest Money.

## **25. PERFORMANCE SECURITY:**

**25.1** The successful Bidder shall furnish Performance Security as under:

**25.1.1** within Fifteen (15) working days of the receipt of the Acceptance letter from the Procuring Agency;

**25.1.2** in the form of 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 Sindh Environmental Protection Tribunal vide **Annexure-J**;

**25.1.3** For a sum equivalent to 10% of the contract value;

**25.1.4** Denominated in Pak Rupees;

**25.1.5** Have a validity period of One (01) Year, starting from the date of submitting of Performance Security, whichever is later;

**25.2** The proceeds of the Performance Security shall be payable to the Sindh Environmental Protection Tribunal, on the occurrence of any/all of the following conditions:

**25.2.1** If the contractor commits a default under the contract;

**25.2.2** If the contractor fails to fulfill any of the obligations under the contract;

**25.2.3** If the contractor violates any of the terms and conditions of the contract;

**25.2.4** The contractor shall cause the validity period of the performance security to be extended for such period (s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within 30-working days after the expiry of its validity on written request from the Contractor.

## **26. STAMP DUTY:**

Stamp Duty % (Percentage) will be paid by the Successful Bidder as per the prescribed rules setup by the Federal / Provincial Government.

# **TERMS & CONDITIONS OF THE CONTRACT**

## **PROCUREMENT OF MACHINERY EQUIPMENT FOR THE OFFICE OF SINDH ENVIRONMENTAL PROTECTION TRIBUNAL**

CONTRACT FOR

Between

Sindh Environmental Protection Tribunal

And

(Name of the Firm)

Dated the: \_\_\_\_\_

## I-AGREEMENT

This CONTRACT AGREEMENT (hereinafter called the “Agreement”) made as of the **(Day)** of **(Month)**, **(Year)**, between **I-AGREEMENT** Sindh Environmental Protection Tribunal, Karachi (hereinafter called the Procuring Agency), on the one part,

And

**(Full Legal name of Contractor)**, on the other part severally liable to the Sindh Environmental Protection Tribunal for all of the Contractor’s Obligations under this Contract and is deemed to be included in any reference to the term “Contractor”.

### RECITALS

WHEREAS,

The Sindh Environmental Protection Tribunal is desirous that certain Goods, viz **PROCUREMENT OF PHYSICAL ASSETS** to be installed at Sindh Environmental Protection Tribunal, building should be executed by the contractor and has accepted a Bid by the contractor for the execution and completion of such Goods and remedying of any defects therein.

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 after incorporating addenda, if any except those parts relating to instructions to bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) The Tender Document
  - b) Bidder’s Proposal
  - c) Terms & Conditions of the Contract.
  - d) Special Stipulations.
  - e) The Technical Specifications.
  - f) Tender Form.
  - g) Price Schedule.
  - h) Performance Security.
  - i) Integrity Pact.
  - j) Any Standard Clause acceptable for Sindh Environmental Protection Tribunal.
3. In consideration of the payments to be made by the Sindh Environmental Protection Tribunal to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Sindh Environmental Protection Tribunal to execute and complete the Goods and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Sindh Environmental Protection Tribunal hereby covenants to pay the contractor, in consideration of the execution on completion of the goods as per provisions of the Contract, 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 Contract to be executed on the **(Day)**, **(Month)** and **(Year)** before written in accordance with their respective laws.

Signature of the Contractor

\_\_\_\_\_  
(Seal)

Signature of the Procuring Agency

\_\_\_\_\_  
(Seal)

Signed, sealed and delivered in the presence of:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

Witness:

\_\_\_\_\_  
(Name, Title and Address)

<b>II-General Conditions of Contract</b>
--

**27. CONTRACT:**

The Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal.

**28. CONTRACT DOCUMENTS AND INFORMATION:**

The contractor shall not, without the Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal in connection herewith except for purposes of performing the contract or 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 Sindh Environmental Protection Tribunal, 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 Sindh Environmental Protection Tribunal, immediately after the issuance of letter of Intent.

**33. PAYMENT:**

The contractor shall submit an Application for payment, in the prescribed form, to the Sindh Environmental Protection Tribunal. The Application for payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal shall make payment for the goods provided, to the contractor, as per Government policy, in Pak Rupees, through A.G Sindh Cheque.

**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 Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal. The contractor shall not execute the change until and unless the Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal and the contractor.

**36. ASSIGNMENT / SUBCONTRACT:**

The contractor shall not assign or sub-contract its obligations under the contract, in whole or in part, except with the Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

**38. BLACKLISTING:**

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 Sindh Environmental Protection Tribunal (**SEPT**) 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 **SEPT** may 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 Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal may allow in writing), after receipt of the such notice. If the Sindh Environmental Protection Tribunal terminates the contract for default, in whole or in part, the Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal excess costs for such similar Goods. However, the contractor shall continue performance of the contract of the extent not terminated.

### **41. TERMINATION ON INSOLVENCY:**

If the contractor becomes bankrupt or otherwise insolvent, the Sindh Environmental Protection Tribunal, 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 Sindh Environmental Protection Tribunal 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 thirty working days after the receipt of such notice, shall be accepted by the Sindh Environmental Protection Tribunal. For the remaining Goods, the Sindh

Environmental Protection Tribunal may elect:

- 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 Sindh Environmental Protection Tribunal indicate such condition and the cause thereof. Unless otherwise directed by the Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Sindh Environmental Protection Tribunal 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 Sindh Environmental Protection Tribunal indemnified against all penalties and liability of any kind for breach of any of the same. The Courts at

Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

#### 48. SPECIAL STIPULATIONS:

<b>SCHEDULE –A SPECIAL STIPULATIONS</b>	
For ease of reference, certain special stipulations are as under:-	
<b>TENDER EARNEST MONEY</b>	<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 0.7 million, in the form of Demand Draft/Pay Order, in the name of the <b>D.D.O., SEPT</b> as per the format provided in the Tender Document or in another form acceptable to the Sindh Environmental Protection Tribunal for a sum equivalent to <b>02%</b> of the Total Bid Price, denominated in PAK Rupees, Have a minimum validity period of thirty (30) days from the last date for submission of the tender or until furnishing of the performance security, whichever is later.</p>
<b>PERFORMANCE SECURITY</b>	<p>The successful contractor shall furnish performance security as under:-</p> <p>Within <b>Fifteen (15) working days</b> of the receipt of the Acceptance letter from the SEPT in the 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 Sindh Environmental Protection Tribunal, 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>
<b>STARTING OPERATION FOR DELIVERY</b>	Immediately after the signing of Contract
<b>LIQUIDATED DAMAGES FOR FAILURE OF SERVICES BY THE CONTRACTOR</b>	Liquidated damages shall be levied @ 0.25% of the contract price which is attributable to such part of the Goods 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 SEPT 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).
<b>LEGAL STATUS TO WORK IN PAKISTAN</b>	The bidder must be allowed and meet all conditions set forth by the Government of Pakistan & Government of Sindh as per rules of SPPRA-2010 (Amending-2013), to work with all concerned parties of the private, public, and not for profit sector.

## PRELIMINARY REQUIREMENTS:

This form will be used by Procuring Agency for Preliminary Screening. Tenders which do not pass the Preliminary Screening requirements shall be eliminated from Tender Process. Bidders should be advised to provide all the below requirements in its Technical proposals of each section:

### **Technical Bid Opening Check List:**

Section	Description	Name of Bidders		
		Firm-A	Firm-B	Firm-C
1.	Are Both Envelopes Sealed? (Technical & Financial)	Yes/No	Yes/No	Yes/No
2.	Are Envelopes properly typed as prescribed in clause 13.6 & 13.8?			
3.	Is Tender Covering Letter typed properly on Bidder Letter Head with Authorized Signatures & Official Seal as prescribed at <b>Annexure-A</b> .			
4.	Is Technical Proposal Form at <b>Annexure-B</b> typed properly on Bidder Letter Head with Authorized Signatures & Official Seal?			
5.	Is Undertaking Form at <b>Annexure-D</b> typed properly on Bidder Letter Head with Authorized Signatures & Official Seal?			
6.	Is Affidavit at <b>Annexure-H</b> is properly typed on stamp paper valuing of Rs. 100/-with proper required discipline?			
7.	Is Bid Requirement Form at <b>Annexure-I</b> properly Filled with Authorized Signatures & Seal?			
8.	Is Manufacturer's Authorization Form at <b>Annexure-E</b> typed properly on Manufacturer's Letter Head with Authorized Signatures & Seal?			
9.	Is Valid General Sales Tax Certificate copy provided by the Bidder?			
10.	Is Valid National Tax Number Certificate Copy provided by the Bidder?			

**Note:** Interested Bidders are advised to fulfill all the requirements as indicated above for passing out the preliminary Elimination Process.

## **ANNEXURE-B**

### **TECHNICAL PROPOSAL SUBMISSION FORM**

***(This Letter of Technical Proposal Form should be on the Letter Head of the Bidder/Firm and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)***

To,

(Insert Location & Date)

Deputy Registrar,  
Sindh Environmental Protection Tribunal,  
4<sup>th</sup> Floor, State Life Building No.03, Dr. Ziauddin Ahmed Road.  
**Karachi.**

Dear Sir,

We, the undersigned, offer to provide the **Machinery Equipment** in accordance with your request for proposal. We are hereby submitting our proposal, which includes the **Technical Proposal** and the **Financial Proposal** sealed in two separate envelopes.

We, undertake, if our proposal is accepted, to provide the **Machinery Equipment** 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,

Authorized Signature  
(In full and initials)

Name and Designation of Signatory & Seal

Name of Firm

Address



## **ANNEXURE-C:**

### **EVALUATION CRITERIA & COMPARISON OF BIDS:**

Bidders who have been qualified on the basis of the preliminary evaluation shall be eligible for a de-evaluation. The Goods will evaluate and compare the bid that have been determined to be substantial responsive. The evaluation will be performed assuming the contract will be awarded to the high evaluated bidder for the entire information system as per criteria mentioned in this bidding document.

**The following weights will be used in the evaluation of Bids:-**

Technical Evaluation Passing Marks: - 70-Points out of 100-Points

Section	Requirements	Sub-Points	Total Points
	<b>MARKET PRESENCE:</b>		
1.	Firm Name, its status, address, telephone number(s), Fax number(s), e-mail address & Valid Copy of N.I.C of Firm's Authorized Representative.	0.5-Point Each	(01-Point)
	Submit the Valid Copy of Incorporation or Registration Certificate.		(01-Point)
	Submit the Valid Copy of Income Tax Return, Sales Tax Return & Sindh Revenue Board for the Last 04-Years.	02-Points Each	(04-Point)
	Submit the Valid Copy of Firm's National Tax Number Certificate.	-	(01-Point)
	Submit the Valid Copy of Firm's General Sales Tax Number Certificate	-	(01-Point)
	Submit the Valid Copy of Chamber of Commerce or its allied body.	-	(01-Point)
	The Brand submitted along with its Principal Manufacturer should have a comprehensive Presence in Pakistan with Offices and After Sales support. Details of Offices & Contact details are required.	-	(01-Point)
	<b>Gross Total:</b>		<b>10-Points</b>
	<b>FINANCIAL SOUNDNESS:</b>		
2.	Submit the Valid Financial Soundness Certificate from concerned Bank. (In Original)	-	(03-Points)
	Submit the Bank Statement for at least 48-months. (04-Years).	01-Point for each Year	(04-Points)
	Submit the Last 36-months (03-Years) Annual Turn-over, not less than the Bid Cost in a year (Audit Report or any other valid Documentary Evidence should be provided).	01-Point for each Year	(03-Points)
	<b>Gross Total:</b>		<b>10-Points</b>

<b><u>KEY PROFESSIONALS:</u></b>			
3.	The Bidder Should submit the List of Key Professionals including Senior Executives, Managers, Supervisors and other Staff along with the <i>06-CV's of Senior Executives, 06-CV's of Managers, 06- CV's of Supervisors &amp; 12-CV's of Junior Staff</i> in relating to the same field	03-Points Each for Senior Staff category & 06- Points for Junior Staff.	
	<b>Gross Total:</b>		<b>15-Points</b>
<b><u>WORKING EXPERIENCE:</u></b>			
4*.	Only Firms having minimum 05-Years supplies experience of Machinery Equipment may apply. Valid Documentary evidence should be submitted in shape of copies of Purchase orders/work orders/agreements. (Minimum 10-proofs required for the last 05-Years Work Experience in relating to the same field).	01-Point for 02- proofs	(05-Points)
	Submit Catalogue evidence of Office Premises / workshop & products which is sold by the Firm.	-	(01-Point)
	Submit List of similar nature Projects In-Hand currently. (Atleast 04-Proofs required in shape of Copies of Purchase orders/work orders/agreements).	01-Point for Each Proof	(04-Points)
	<b>Gross Total:</b>		<b>10-Points</b>
<b><u>AUTHORIZATION CERTIFICATES:</u></b>			
5*.	Submit 10-Valid Customer Satisfaction/ Feedback Certificates from the Clients/ Customers with Client Proper Signatures & Official Seal on it	02-Points for Each Certificate	(20-Points)
	Only Authorized vendors/distributors may allow to participate and an authorization letter in the name of Vendor required from Principal Manufacturer at the time of submission of Bid. (Certificate required in color photocopy).	-	(25-Points)
	<b>Gross Total:</b>		<b>45-Points</b>
<b><u>QUALITY ASSURANCE &amp; WARRANTY:</u></b>			
6.	Warranty Backed up by Authorized Distributor having existence in Pakistan will be required along with a Certificate of One Year Parts Replacement Warranty with authorized Signatures & Seal on official Letter Head.	-	(05-Points)
	Certificate required from Authorized Distributor on Official Letter Head with Authorized Signatures & Seal that subject to usage of their product the necessary Maintenance Service would be Authorized Distributor's responsibility.	-	(05-Points)
	<b>Gross Total:</b>		<b>10-Points</b>

Note: **No refurbished/Recycled machinery equipment are acceptable and should not be quoted.**

\* In “Section (04) & In Section (05)” All Interested Bidders should secure minimum 60% i.e. 06- Points in Working Experience & 90% i.e. 41-Points in Authorization Certificates which will be mandatory for all respective Bidders for the Pre Qualification.

Each & Every interested firm/Bidder must get 70-Points out of 100-Points in Technical Proposal for qualifying as per above mentioned Criteria. Only the technically qualified bidder on the basis of above criteria shall be eligible for qualifying in Financial Bid.

## **ANNEXURE-D:**

### **UNDERTAKING:**

***(This undertaking should be on the Letter Head of the Bidder/Firm and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)***

It is certified that the information furnished here in and as per the Document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Tender and are liable to any punitive action for furnishing false information / Documents.

Dated this \_\_\_\_\_ day \_\_\_\_\_ of 2017

Signature

\_\_\_\_\_ (Company Seal)  
In the capacity of

Duly authorized to sign Bids for and on behalf of:

## **ANNEXURE-E:**

### **MANUFACTURER'S AUTHORIZATION FORM**

***(This Letter of Authority should be on the Letter Head of the Manufacturer and should be signed by a person competent and having the power of Attorney to bind the Manufacturer. It should be included by the Bidder in its Technical Bid)***

To: [name of the Procuring Agency]

**WHEREAS** [name of the Manufacturer] who are established and reputable manufacturers of [name and /or description of the Goods] having factories at [address of the factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the contract with you against IFB No. [Reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full Guarantee and warranty as per Clause mentioned in Bidding Documents for the goods offered for supply by the above firm against this Invitation for Bids.

***[Signature for and on behalf of Manufacturer]***

## **ANNEXURE-F:**

### **FINANCIAL PROPOSAL SUBMISION FORM:**

***(This Letter of Financial Proposal Form should be on the Letter Head of the Bidder/Firm and should be signed by a person competent. It should be included by the Bidder in its Financial Bids)***

To,

Deputy Registrar,  
Sindh Environmental Protection Tribunal,  
4<sup>th</sup> Floor, State Life Building No.03, Dr. Ziauddin Ahmed Road  
**Karachi.**

**Subject: PROCUREMENT OF MACHINERY EQUIPMENT FOR THE OFFICE  
OF SINDH ENVIRONMENTAL PROTECTION TRIBUNAL**

*(Bidders are requested to fill the Blank spaces in this form of Bid).*

Dear Sir,

1. Having examined all Bid Documents including the Instruction to the Bidders, General Conditions of Contract and Schedule of Requirement, we the undersigned offer to provide the Machinery Equipment in conformity with the Bid Documents including Instructions to Bidder, General Conditions of Contract and Schedule of Requirement for the total sums as specified at **Annexure-G**, as agreed upon under the contract.
2. We accept the above bid documents as valid and binding including those parts not countersigned in fully by us.
3. We conform that we have satisfied ourselves about the goods and all other conditions which influence or may influence the goods, and we do not require any clarification and additional information thereto and that we cannot raise any claim for not knowing them.
4. We undertake to carry out such alternations, additions or curtailments of the Goods as may from time to time be determined and ordered in writing by the Sindh Environmental Protection Tribunal in accordance with the contract.
5. The rates and prices which we have quoted and all information and data attached with our Bid are complete and without any hidden Technical & Financial reservations or implications. They have been duly checked and are correct in every aspect.
6. The rates and prices entered in the Bid are firm and are inclusive of all cost of manpower, labor, equipment, custom duties, sales tax, surcharges, local and Federal Taxes, insurances, royalties, overhead and profit and all other direct and indirect costs related to and connected with the satisfactory execution of Goods.

- 7.** We undertake if our Bid is accepted to sign the Agreement of Contract within Three (03) working days of the issue of the Letter of Award.
- 8.** If our Bid is accepted we will furnish a Performance Security from a scheduled bank approved by the Sindh Environmental Protection Tribunal for the amount of 10% of the Bid amount.
- 9.** We agree to pay all costs towards the preparation of the Agreement of Contract.
- 10.** We further agree to abide by this Bid for a period of (30) thirty calendar days from the date of opening of the Bid and it shall remain binding upon us for this period.
- 11.** Unless and until a formal agreement is prepared and signed, the Bid Documents together with your written acceptance thereof shall constitute a binding contract between us.
- 12.** We understand that you are not bound to accept the lowest or any Bid, you may receive.

Dated: This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature of the Bidder

Duly authorized to sign the Bid on behalf of:

\_\_\_\_\_  
Name of bidder in block letters

\_\_\_\_\_  
Designation of the Bidder

\_\_\_\_\_  
Address

In presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Designation of the witness

\_\_\_\_\_  
Address

**ANNEXURE-G:****SCHEDULE OF REQUIREMENTS****MACHINERY EQUIPMENT****1- Digital Multi Function Photo Copier Machine:**

<b>S.No.</b>	<b>Requirement</b>	<b>Specification</b>	<b>Qty.</b>	<b>Rate/ Unit</b>	<b>GST</b>	<b>Total Amount</b>
1.	Type Copy Speed Resolution  Gradation Multiple Copies Magnifications  Max.Original Size  Copy Size Warm up Time Time to First Copy Duplex Automatic Documents Feeder(ADF) Hard Disk Standard Paper Unit   Standard Paper Output Exposure Modes  Digital Copy Features	Console, Digital Laser. 55-Copies per minute. 600 x 600 dpi, 1200 x 1200 dpi, 2400 image quality. 256 Gradations. 1-999. 25% to 400% 01 Step increment. A3 Size.  A6 to A3. Less Than 80-Seconds. 5.6 Seconds. Built-in. 75-PAGES Re-Circulating Duplex ADF.  80-GB Standard. 500 Sheets x 02 Universal Paper Cassette; 1,000 Sheets x 02 dual inputs Paper Feeder; 100 Sheets multi-purpose Tray (Total 3,100 sheets).  500 Sheets.  Photo, Text, Text/Photo, Printed Image. Date/Time, Stamp, Message, Overly, Auto Duplexing, Advance Imaging, Scan edge to edge, Margin Shift, Page Boarder, Separator Sheets, Custom Job Built, Job Cancel, Job interrupt collation.	01			



**2- Fax Machine:**

S.No.	Requirement	Specification	Qty.	Rate/ Unit	GST	Total Amount
1.1	Type Transmission Speed Max. Fax Size Fax Redirect	Flat Bed Super G3. High Speed 33.6 Kbps. A3 Size. To another Fax, E-mail, FTP.	01			

**3- Split AC with Stabilizer:**

S.No.	Requirement	Specification	Qty.	Rate/ Unit	GST	Total Amount
1.1	2.0 ton with Stabilizer and installation, commissioning along with gas	Cooling 20000 to 24000 BTU/Hr Power Supply:50HZ/220V Energy saving with Auto voltage adaptation. Compressor Watt 7000 to 8000	03			
1.2	1.5 ton with Stabilizer and installation, commissioning along with gas	Cooling 15000 to 20000 BTU/Hr Power Supply:50HZ/220V Energy saving with Auto voltage adaptation. Compressor Watt 5500 to 6500	01			

**4- Water Dispenser:**

S.No.	Requirement	Specification	Qty.	Rate/ Unit	GST	Total Amount
	Three Tap Hot, Normal and Cold Water	Thermostat Refrigerator. Cool tank storage capacity at least 3.5liters or above. Hot tank storage capacity at least 01 liters or above. Cabinet with fridge. Cooling capacity less than 12 degree. Hot water Temp 85 to 90. Cabinet Capacity at least 16 liters or above. CFC free.	02			

**Grand Total In words:** \_\_\_\_\_

\_\_\_\_\_

**Authorized Signatures:**

**Stamp of the Firm:**

**Date:**

## **ANNEXURE-H:**

### **AFFIDAVIT:**

***(This Affidavit should be on the Stamp Paper valuing Rs. 100/- with attestation of Notary Public and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)***

I/We M/s. \_\_\_\_\_, the Authorized Partner /Distributor,  
located at \_\_\_\_\_,  
through its proprietor namely Mr. \_\_\_\_\_  
S/O. Mr. \_\_\_\_\_, holding CNIC  
No. \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_ do hereby state and declare on oath  
as under:-

- a.)** That we shall supply the Brand New Physical Assests as per specification of NIT.
- b.)** Manufacturing authorization letter is attached.
- c.)** That warranty shall be covered for two Years.
- d.)** That the replacement /warranty faulty Parts shall be made immediately within 15 (fifteen) working days.

I /We also undertake:-

- a.)** That our firm has neither been Black Listed, nor having any dispute with any Government or Semi-Government Organizations and also there is no litigation against the firm.
- b.)** That our Firm has not been bankrupted.
- c.)** That Sindh Environmental Protection Tribunal has the right to disqualify our Firm in case any supply found non-genuine.
- d.)** That I am /We are true deponent of this affidavit and will conversant with the facts deposed herein.

2.) Whatever stated above is true and correct to the best of my/our knowledge and belief.

**(Signature of the Bidder) Name:**  
**Designation with Seal of the Firm:**

**Date:** \_\_\_\_\_

**ANNEXURE-I:****FORM OF BID REQUIREMENTS:**

<b>S.No.</b>	<b>SUBJECT</b>	<b>PROVISION</b>
1.	Amount of Earnest Money in the form of Pay order	<b>02%</b> of the bid amount in favor of <b>D.D.O., SEPT</b> , 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	4 <sup>th</sup> floor State Life Building No.03, Dr, Ziauddin Ahmed Road, Karachi.
6.	Facility Manager's Address for serving of notices	-----
7.	Procuring Agency's Address for serving of notices	The Sindh Environmental Protection Tribunal, 4 <sup>th</sup> Floor State Life Building No.03, Dr. Ziauddin Ahmed Road, Karachi.

\_\_\_\_\_  
(Signature of Bidder & Company Seal)

## **ANNEXURE- J:**

### **PERFORMANCE SECURITY FORM**

#### **(BANK GUARANTEE)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry Date: \_\_\_\_\_

(Letter by the Guarantor to the Sindh Environmental Protection Tribunal)

Name of Guarantor (Scheduled Bank in Pakistan) with

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

Name of the Principal (Contractor) with

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

Penal Sum of Security (express in words and  
Figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said letter of acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the Sindh Environmental Protection Tribunal, located at 4<sup>th</sup> floor State Life Building No.03, Dr. Ziauddin Ahmed Road, Karachi (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Sindh Environmental Protection Tribunal's above said Letter of Acceptance \_\_\_\_\_ for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by Sindh Environmental Protection Tribunal, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said

Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our Liability, if any, under this Guarantee.

We, \_\_\_\_\_(the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and Final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

\_\_\_\_\_  
Guarantor (Bank)

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. Name \_\_\_\_\_

2. \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

**ANNEXURE-K.**

**INTEGRITY PACT**

***(This Integrity Pact Format should be on the stamp Paper valuing Rs. 100/- to be submitted by the successful Bidder with attestation of Notary Public).***

Contract Number:

Dated:

Contract Value:

Contract Title:

1. M/s. \_\_\_\_\_ hereby declares that it has not obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative sub division or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

2. Without limiting the generality of the foregoing, M/s. \_\_\_\_\_ represents and warrants that it has fully declared the brokerage, commission, fees etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its Affiliate, Agent, Associate, Broker, Consultant, Director, Promoter, Shareholder, Sponsor, or Subsidiary, any Commission, Gratification, Bribe, Finder's Fee or Kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from SEPT, except that which has been expressly declared pursuant hereto.

3. M/s. \_\_\_\_\_ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with SEPT and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

5. Notwithstanding any rights and remedies exercised by SEPT in this regard, M/s. \_\_\_\_\_ agrees to indemnify SEPT for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to SEPT in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. \_\_\_\_\_ as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from SEPT.

**(Sindh Environmental Protection Tribunal)  
(SEPT)**

**(Bidders Authorized Signatures with  
Official Stamp)**

## **BIDDING DATA**

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency: **Sindh Environmental Protection Tribunal, Karachi.**

(b). Brief Description of Works: **Machinery Equipment.**

(c). Procuring Agency's address: **Sindh Environmental Protection Tribunal, 4<sup>th</sup> Floor, State Life Building No.03, Dr. Ziauddin Road. Karachi.**

(d). Estimated Cost: **Above 0.7 Million.**

(e). Amount of Bid Security: **2%** (Fill in lump sum amount)  
or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days): **30 days (Not more than thirty days).**

(g). Security Deposit: (including bid security) **(in % age of bid amount /estimated cost equal to 10%)**

(h). Percentage, if any, to be deducted from bills: \_\_\_\_\_

(i). Deadline for Submission of Bids along with time: **18.04.2017 at 12:00 NOON**

(j). Venue, Time, and Date of Bid Opening: **Sindh Environmental Protection Tribunal, 4<sup>th</sup> Floor, State Life Building No.03, Dr. Ziauddin Road. Karachi.**

(k). Time for Completion from written order of commence: \_\_\_\_\_

(L). Liquidity damages: \_\_\_\_\_ (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: Date: Amount :( in words and figures)