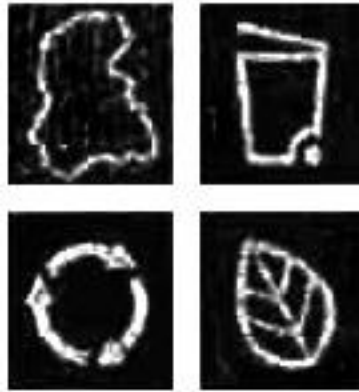


# SINDH SOLID WASTE MANAGEMENT BOARD



## **BID DOCUMENT** ***Single Stage - One Envelope Procedure***

Supply and Fixing of temporary cubicles made up with combination of MDF / equivalent wood, aluminum doors and tinted glass, electric fitting, provision & fixing of bracket fans and customized cabinets

**FOR THE YEAR 2014-15**

SINDH SOLID WASTE MANAGEMENT BOARD  
No. SSWMB/ED(F&A)/Proc./NIT-3/ 239 /2015 Dated: 26<sup>th</sup> May 2015.

GOVERNMENT OF SINDH

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## **INSTRUCTIONS TO BIDDERS**

The Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Government of Sindh, Karachi, in accordance with Sindh Public Procurement Rules, 2010 (amended 2013), invites interested & experienced contractors to submit sealed bids to carry out following works on 'Single Envelope – Single Stage Procedure':

'Supply and Fixing of temporary cubicles made up with combination of MDF / equivalent wood, aluminum and tinted glass, electric fitting, provision & fixing of bracket fans and customized cabinets' for use as temporary offices for the officers / officials of the SSWMB; and is required to be completed and handed over in ready to move position, as per Schedule of requirements given in this Bid Document.

- Tender Fee (Non-Refundable): ----- Rs. 200/-
- Last date of purchase of Bid Document: 15<sup>th</sup> June 2015
- Last date & time of Bid submission: 16<sup>th</sup> June 2015 at 11:00 A.M.
- Bid opening time: ----- 16<sup>th</sup> June 2015 at 11:30 A.M.
- The bidder must be registered with Sindh Revenue Board.
- Scope of above-mentioned work can be increased or decreased subject to provisions of SPPRA Rules 2010 (amended 2013).
  - Interested & experienced contractors may obtain the Bid documents 'for the above-mentioned work from the office of the Assistant Director (Finance), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. D-47, Block-2, Clifton, Karachi by submitting application on their letter head along with requisite Tender fee (Non-refundable) with valid copies of Sindh Revenue Board Registration Certificate, Latest Professional Tax Certificate (where applicable) and copy of CNIC.
- Sealed Bid on prescribed proforma along with 2% bid security of the total bid in the form of Pay Order / Demand Draft in favour of Sindh Solid Waste Management Board should reach in office of the Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. D-47, Block-2, Clifton, Karachi as per schedule given in the NIT and Bid documents.
- The bid shall contain original bid document purchased by the bidder and each page bearing initial of the Assistant Director (Finance) and round seal of the SSWMB.
- In case, the bidders uses a downloaded copy of the bid document, it must be accompanied with Pay Order / Demand Draft of Rs. 200/- as Tender Fee (Non-refundable), in favour of Sindh Solid Waste Management Board.
- Rate quoted must include Income Tax and other applicable taxes according to Government rules.
- The Bid will be opened by the Tender Opening / Purchase Committee in the office of the Executive Director (Finance & Administration) / Committee Room of Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. D-47, Block-2, Clifton, Karachi in presence of representatives of the bidders who choose to be present on the occasion.
- Only bids offered on the prescribed tender form issued by the Sindh Solid Waste Management Board, Government of Sindh, Karachi shall be accepted. However additional sheets may be attached, if required.
- Conditional Bid / application will not be entertained.

- Work must be completed according to the time mentioned in the relevant clause of bid document.
- Any further information needed, may be obtained from the office of the Executive Director (Finance & Administration), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. D-47, Block-2, Clifton, Karachi on any working day during office hours. The bidders are encouraged to visit the site where cubicles are to be erected / fixed and also to be clear on the size and dimensions.
- The competent authority reserves the right to reject any or all Bids in accordance with the SPPRA Rules 2010 (Amended 2013).
- In case Government announces a public holiday or unforeseen circumstances arise on the date of submission and opening of bid documents then the same will be opened on the next working day.

## **PREPARATION OF BID**

### **1. Language of Bid**

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

### **2. Submission of Bid**

- i. The bid shall comprise a single package containing both – Technical details and the Financial Proposal.
- ii. The bid found to be the lowest evaluated bid shall be accepted.
- iii. The form of Bid (Annexure "A"), Bid Particulars (Annexure "B") and forms of Specific Technical Proposal (Annexure "C") & Financial Proposal (Annexure "D"), enclosed herewith, shall be submitted in duplicate. The authorized person signing the Bid documents must state his full name and authorized position / designation underneath his signature.
- iv. The erasing and / or alternations, if any, in the Bid must be authenticated by the authorized person by his / her full signature.
- v. Where applicable, the Bid shall be accompanied with the original quotations from the manufactures, in case the Bid is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors.
- vi. Ambiguous and incorrect answers and / incorrect filling of Bid Documents will render the Bid liable to rejection.
- vii. Quotations / bids through cable, telegraph, telex, fax, or e-mail shall not be considered.
- viii. The Bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.

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

- i. The Bidder shall enclose with his / her Bid a Pay Order or Demand Draft, for an amount equal to 2% of the total Bid submitted by him / her, in favor of Sindh Solid Waste Management Board, Karach, issued by a scheduled / commercial bank doing business in Pakistan. The bid security so furnished shall remain valid for a period of 28 days beyond the period of validity of the Bid or till it is revalidated / extended for a period mutually agreed upon by the Bidder and the Procurement Agency.
- ii. If the Bid is rejected, the Bid Security will be returned as soon as possible after rejection.
- iii. The Successful Bidder shall have to give a Contract Performance Security to the extent of 10% of the total value of the contract (inclusive of Bid Security).
- iv. The Performance Security shall be retained by the Sindh Solid Waste Management Board, Karachi till the completion of the period of guarantee (where applicable).
- v. In case the Bidder after acceptance of Bid fails / refuses to supply the items / carry out the work, the earnest money / bid Security will be forfeited.

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

- i. The equipment (e.g. Electric switches, Energy Saver Bulbs, Fans etc) and other relevant materials (e.g. Lasani / MDF Sheets, Aluminum etc.) (Hereinafter called "Stores") quoted and supplied against this "Bid Notice" shall be strictly in accordance with the Specifications attached with this "Bid Document". Where not specified, the stores shall be the product of an established manufacturer, shall conform to internationally acceptable commercial standards, and shall be a model that has been successfully operated over a reasonable period of time in different departments of Sindh Government or in relevant industry.
- ii. The Stores offered by the Bidders must be of a quality suitable for the purpose and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate.
- iii. The Bidders must also warrant the use of best material and workmanship in the work. The use of substandard material shall make the work liable to rejection and Bidder liable to pay compensation.
- iv. The Bid shall be for brand new "Stores" robust in manufacturing according to the modern practices, processes and standards.

#### **5. Literature:**

The Bidders must furnish with their Bids catalogues (where applicable) giving full technical details of the Store to enable the Purchase Committee to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.

## **6. Country of Origin:**

In case of supply of equipment / machinery, the Bidder must state in his Bid the country of origin of the Stores offered.

## **7. Prices:**

The Price quoted must be total per unit in Pakistani Rupees as shown in Annexure "D" and shall include.

- i. Where applicable, all the charges for packing, making, handling, insurance, inspection, guarantees, clearance, freight / transportation; agent's commission and all duties, taxes, levies etc; and
- ii. The cost of installation, putting into operation and demonstration.

## **8. Validity of Prices / Bid:**

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

## **9. Acceptance of the Terms:**

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

## **10. Delivery Period:**

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

## **11. Rights of the Purchase Committee:**

- i. The Purchase Committee of Sindh Solid Waste Management Board reserves the right to reject any or all Bids subject to provision of SPP Rules 2010 (Amended 2013).
- ii. The Purchase committee reserves the right to award the Contract to one Bidder or divide it among several Bidders on item wise basis.
- iii. The Purchase Committee of the Sindh Solid Waste Management Board reserves the right to increase or decrease the quantity of the Stores / work at its discretion without assigning any reason whatsoever, within the limit allowed under SPP Rules 2010 (Amended 2013).
- iv. The Purchase Committee reserves the right to cancel the offer of the Bidder whose Bid has been found / evaluated to be the lowest if it is

revealed to the Purchase Committee that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Bid Document.

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

- i. In comparing Bids the Purchase Committee will consider, besides the prices quoted, such other factors as compliance with Specifications, relative quality of Stores, past experience of the Bidder, after sale service facilities available in Pakistan, the Bidder's capacity to perform, their financial stability through confidential bank statement and sales / Income tax certificate.
- ii. The evaluation criteria specification mentioned in the Specification will also be considered for evaluation of the Bids.
- iii. For the purpose of evaluation of Bids, the prices to be compared shall be the total prices as stated in clause 7 titled "Prices" above.

## **13. Contracting the Purchaser:**

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

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

Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis:

- i. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the Purchase committee shall correct the total price.
- ii. If there is a discrepancy between the words and figures, the amount in words shall prevail.
- iii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Purchase Committee in accordance with the corrected Schedule of Prices.
- iv. If the Bidder does not accept the corrected amount of Bid, his / her Bid will be rejected and the Bid Security submitted with the Bid shall be forfeited.

## **CONDITIONS OF CONTRACT**

### **1. Scope of the Contract**

- a. The Scope of the Contract shall be the supply, deliver, installation, putting into operation and demonstration of the working at the consignee's end, in

accordance with the technical Specification and Bill of Quantities enclosed in this Bid Document.

- b. The Contractor shall within a period of 7 days of the execution of the agreement furnish a detailed program for supply and delivery of various items of the stores for necessary approval by the Inspection Committee / authority.

## **2. Definition of Terms**

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

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



- x) Writing shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.

### **3. Contract Documents**

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

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

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

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

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

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

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

### **6. Inspection**

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

### **7. Taking Over**

After approval of the inspected stores / assigned job, the Contractor shall coordinate with the office of SINDH SOLID WASTE MANAGEMENT BOARD Karachi to hand-over the site / store and shall obtain certificate from the Incharge Stores / Officer Incharge, that the supplied stores has been received

properly in acceptable condition or the assigned work has been carried out satisfactorily' as the case may be. The taking over of the damaged item(s) will be withheld until the same are replaced / rectified and re-inspected and delivered within 15 days in acceptable condition.

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

### **a) Installation**

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

### **b) Installation**

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

## **9. Completion Certificate**

After completion of the installation and demonstration as mentioned above, a certificate is to be obtained by the Contractor from the Incharge Stores / Incharge IT / Officer Incharge stating that the stores / assigned job have been satisfactorily installed / carried out and demonstrated by the contractor.

## **10. Terms of Payment**

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

## **11. Warranty / Guaranty**

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

Further, the Stores / Material shall be brand new and absolutely free from all defects in manufacturing, quality and workmanship. In case of defects, the

defective Stores, or the defective parts / components of the stores thereof, shall be replaced by the Contractor free of cost to the Sindh Solid Waste Management Board as mentioned in the Conditions of the Contract.

## **12. Breach of Contract**

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

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

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

## **14. Termination of Contract**

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

## **15. Force Majeure**

The Contractor shall not be liable for any additional cost for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the government,

fires, floods, strikes, freight embargoes and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the SINDH SOLID WASTE MANAGEMENT BOARD in writing of the causes of the delay. The SINDH SOLID WASTE MANAGEMENT BOARD shall ascertain the facts and the extent of the delay and extend the time for completing the supplies as in its judgment the findings justify.

## **16. Rejection**

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

## **17. Extension of Time**

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

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

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

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

- a) The term period of guarantee mean the period of twelve (12) months from the date on which the Stores have been put into operation and

demonstrated to the SINDH SOLID WASTE MANAGEMENT BOARD. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.

- b) During the period of guarantee, the Contractor shall remedy, at his / her expense, all defects in manufacturing, design, materials, and workmanship that may develop or are revealed under normal use of the said Stores / work upon receiving written notice from the SINDH SOLID WASTE MANAGEMENT BOARD; the notice shall indicate in what respect the Stores / work are faulty.
- c) The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material, equipment as are needed for satisfactory operation of assigned job by the SINDH SOLID WASTE MANAGEMENT BOARD.
- d) Where applicable, the contractor shall provide guarantee for supply of spare parts as consumable for at least 03 years.
- e) Where applicable, the contractor shall remain responsible for providing after sale service after even expiry of warranty period for 03 years (minimum).

## **20. Non-assignment**

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

## **21. Expenditure under Contract**

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

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

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

## **23. Stamp Duty**

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

## **24. Payments Due from the Contractor**

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

## **25. Legal proceedings**

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

## **26. Dispute**

Should any question or dispute arise as to the material, design, construct or delay in the supply of the Stores or the purpose or the performance for which they are required or are warranted, the SINDH SOLID WASTE MANAGEMENT BOARD shall nominate an independent certifier / expert having knowledge of stores / assigned job, who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and if so, what sum shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

## **27. Arbitration**

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

## **ARTICLES OF AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the Executive Director (F & A), Sindh Solid Waste Management Board, Karachi, hereinafter called the "Party No.1", of the one part, And \_\_\_\_\_

(name and designation of the authorized person)

of \_\_\_\_\_ located \_\_\_\_\_ at \_\_\_\_\_

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

Whereas the Party No.1 requires the stores / assigned work and related services for its office, and whereas the Party No.2 has agreed to carryout the assigned work and / or supply, install, put into operation and demonstrate the working of the said stores / work valued at \_\_\_\_\_

(amount in figures and words)

in the period of \_\_\_\_\_ days / months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

Now this Agreement witnessed as follows:

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

(name and designation of the authorized person)

on behalf of the Party No.2, and by Executive Director (F & A), Sindh Solid Waste Management Board, Karachi on behalf of Party No. 1, all of which shall be deemed to form and be read and construed as a part of this

**Agreement** viz: -

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

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

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

**Executive Director (F & A)  
Sindh Solid Waste Management Board  
Karachi**

**WITNESSES OF PARTY NO.1:**

Witness No. 1: Signature\_\_\_\_\_

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

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

Witness No. 2:

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

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

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

**CONTRACTOR**

**WITNESSES OF PARTY NO.2:**

Witness No. 1:

Signature \_\_\_\_\_

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

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

Witness No. 2:

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

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

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



**Form of Bid  
(Letter Of Offer)**

Bid Reference No. **ED (F&A)/SSWMB/** /2015 Dated \_\_\_\_\_

**Name of Contract: Supply and Fixing of temporary cubicles made up with combination of MDF / equivalent wood, aluminum and tinted glass, electric fitting, provision and fixing of bracket fans, customized furniture & cabinets.**

The Executive Director (F & A),  
Sindh Solid Waste Management Board, Karachi.

Dear Sir,

1. Having examined the Bid Documents including instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices etc. for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address \_\_\_\_\_  
\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract and remedy any defects therein in conformity with the requisite Documents for the Total Bid Price of Rs. \_\_\_\_\_ (in figures and words) or such other sum as may be ascertained in accordance with the said documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security referred to in Clause 4 of the Instructions to Bidders in the amount of Rs. \_\_\_\_\_ (in words and figures) drawn in favor of or made payable to Executive Director (F & A), Sindh Solid Waste Management Board, Karachi and valid for a period of 28 days beyond the period of validity of this Bid.
4. We undertake, if our Bid is accepted, to complete the whole of the work comprised in the above-named Contract within the time.
5. We agree to abide by this Bid for the period of 90 days beyond the date of opening of the Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Contract Performance Security referred to in Clause 3 of the Instructions to Bidders for due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

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

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2015

Signature \_\_\_\_\_ in the capacity of  
\_\_\_\_\_ Authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Name of Bidder in Block Capitals)

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

\_\_\_\_\_

Witness

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

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

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

\_\_\_\_\_

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

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

**Bid Particulars**

THE BIDDERS MUST SUPPLY THE FOLOWING SPECIFIC INFORMATION FOR EACH ITEM OR GROUP OF ITEMS OF THE STORES:

**1. Conformation of Stores:**

Whether the Stores offered conform to the particulars specified in the Schedule?

**2. Manufacturing Details:**

- a. Brand of stores:
  - i. Name and address of manufacturer; and
  - ii. Country of origin of Stores.

**3. Delivery schedule**

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

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

**TECHNICAL PROPOSALS FORM**

Supply and Fixing of temporary cubicles made up with combination of MDF / equivalent wood, aluminum and tinted glass, electric fitting, provision and fixing of bracket & fans, and customized cabinets

S#	ITME DESCRIPTION / SPECIFICATIONS	Qty	SPECIFICATION OFFERED
1.	<ul style="list-style-type: none"> <li>- Supply and Fixing / Making / Crafting of 5 temporary cubicles made up with combination of MDF / equivalent wood and PVC lipping, aluminum doors and tinted glasses.</li> <li>- Electric fitting and provision and fixing of exhaust and bracket fans.</li> <li>- Customized cabinets in the Cubicles with use of Lamination Board &amp; PVC lipping complete in all respect.</li> <li>- Providing, making and fixing of 3 Aluminum sliding doors with tinted glasses complete (Size approx. 15'x7').</li> <li>- Providing, making and fixing of lamination partition with rough wood framing (Size 7'x6' = 5Nos., 14'x10' = 1 No.).</li> <li>- Work is required to be completed and handed over in ready to move position for use as temporary offices for the officers / officials of the SSWMB as per Schedule of requirements given in this Bid Document.</li> <li>- Bidders are advised to visit the site to have clear idea of sizes of cubicles and other details of the job.</li> </ul>	5 No.	

Full Name, Address & Stamp of Firm \_\_\_\_\_

CNIC No. of authorized Person \_\_\_\_\_

Signature of Authorized Person \_\_\_\_\_

**FINANCIAL PROPOSAL FORM .....ANNEXURE "D"**

Supply and Fixing of temporary cubicles made up with combination of MDF / equivalent wood, aluminum and tinted glass, electric fitting, provision and fixing of bracket & fans, and customized cabinets

Name of Item / Specification	Amount in Figure & Words		
	Rate (Rs.)	GST + Tax (Rs.)	Total Amount (Rs.)
<ul style="list-style-type: none"> <li>- Supply and Fixing / Making / Crafting of 5 temporary cubicles made up with combination of MDF / equivalent wood and PVC lipping, aluminum doors and tinted glasses.</li> <li>- Electric fitting and provision and fixing of exhaust and bracket fans.</li> <li>- Customized furniture &amp; cabinets in the Cubicles including providing and making of tables with use of Lamination Board &amp; PVC lipping, PVC keyboard tray and MS powder coated legs for support complete in all respect.</li> <li>- Providing, making and fixing of 3 Aluminum sliding doors with tinted glasses complete (Size approx. 15'x7').</li> <li>- Providing, making and fixing of lamination partition with rough wood framing (Size 7'x6' = 5Nos., 14'x10' = 1 No.).</li> <li>- Work is required to be completed and handed over in ready to move position for use as temporary offices for the officers / officials of the SSWMB as per Schedule of requirements given in this Bid Document.</li> <li>- Bidders are advised to visit the site to have clear idea of sizes of cubicles and other details of the job.</li> </ul>	5 No.		
Total Bid (in words): Rupees			

Tender are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents required. In case of any deviation / incomplete documents from tenderer will be prohibited for competing in the tender / tender their offer in invalid.

Pay Order / Demand Draft No. ----- drawn on -----  
 ----- (Name & address of the Bank) for an Amount of Rs. ----- in words (-----  
 -----) of Bid Security equal to 2% of the total bid amount (original must be attached with Bid)

Full Name & Address of Firm \_\_\_\_\_

CNIC No. of authorized Person \_\_\_\_\_

Signature of Authorized Person \_\_\_\_\_

Seal / Stamp of Firm \_\_\_\_\_