



PH 021-99218787

**Government of Sindh
Directorate General (Excise & Taxation)
Excise, Taxation & Narcotics Control,
Karachi.**

Say no to Corruption

STANDARD BIDDING DOCUMENT

FOR

PURCHASE OF PLANT & MACHINERY AND FURNITURE & FIXTURE

**Tender Enquiry NO:2(3)93/Acctt/2023-24/P&M AND
F&F/Procurement/**

Address:
DG's Complex I.I Chundrigar Road Beside Jung Building Karachi

RECEIPT

Issued to M/S. _____

Rs. _____ /-(Rupees: _____) (Non-Refundable Non-Transferable)

Pay Order / Demand Draft No: _____ Date: _____,

Drawn from _____,

Branch _____,

DIRECTOR (ADMN/MVR)
EXCISE, TAXATION & NARCOTICS
CONTROL KARACHI.

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Karachi dated the 26th March, 2024

NOTICE INVITING TENDER (N.I.T)

The Director (Admn/Mvr) Excise, Taxation & Narcotics Control Karachi invites sealed bids from interested Vendors/Suppliers/Contractors for PLANT & MACHINERY AND FURNITURE & FIXTURE as per eligibility criteria specified in the Standard Bidding Document (SBD) under Rule 46 (2) Sindh Public Procurement Rules, 2010 (Amended 2017).

2. The complete Details of items with specification and all other requirements have been given in the Standard Bidding Document (SBD), would adopt “**Single Stage – Two Envelope**” Procedure for selection Bidder(s). The Bidder(s) shall submit a single package containing Two (02) Separate Sealed Envelope One Envelope shall contain the **TECHNICAL PROPOSAL** and the other envelope shall contain the **FINANCIAL PROPOSAL**, both indicating the Tender Enquiry **No:2(3)93/Acctt/2023-24/P&M AND F&F/Procurement/**

3. Technical Proposal(s) includes **Eligibility Criteria:-**

- (i) Name, Address, Telephone number, fax number and e-mail address of firm / company (ii) Valid NTN Registration Certificate from FBR (iii) Valid GST Registration Certificate from FBR (iv) Valid SST Registration Certificate from SRB. **(Where necessary)** (v) Relevant experience of last (3) Three years (vi) Undertaking on affidavit, that firm is not involved in any litigation & has not abandoned any work in any department (vii) Company profile may include: (i). Audit copy **(last 3 years)** certified by Government Financial Institutional acknowledged Chartered Accountant (ii). Bank statement of last 3 years & documentary proof about the firm's strength & filed expertise (iii) Income Tax Return of last 3 years.(iv) Annual Turnover (last Three years)

4. A complete set of Blank Tender form / Standard Bidding Document (SBD) may be purchased by interested bidders from the date of publishing to **15th April 2024 till 11:00 a.m.**, which can be obtained from the Directorate General, DG's Complex beside Jung Press Building I.I Chundrigar Road Karachi on the submission of a written application with NTN/GST/SST certificate to the above and upon payment of a non-refundable fee of **Rs.2,000/-** in shape of Demand Draft or Pay Order in favour of **Director (Admn/Mvr) Excise, Taxation & Narcotics Control, Karachi** during office hours i.e. 10:00 a.m. to 03:00 p.m. OR Download from ET&NC Department's website www.excise.gos.pk and SPPRA ppms.pprasinhdh.

5. Sealed Bids must be delivered to the above office on or before **15th April 2024 at 01:00 pm** and must be accompanied by a Bid Security / Earnest Money of Three (3) % of bid cost in favour of Director (Admn/Mvr), Excise, Taxation & Narcotics Control, Karachi.

6. Bids will be opened by the purchase committee in the presence of bidder's or authorized representatives of bidders on **15th April 2024 02:00 pm** in the office of Directorate General (Excise & Taxation) Excise, Taxation & Narcotics Control, Karachi DG's Complex beside Jung Building I.I Chundrigar Road Karachi

7. In case of a holiday the bid will be obtained/submitted/opened the next working day at 01:00 p.m. and opened same day at 02:00 p.m.

8. Excise, Taxation and Narcotics Control Department, Government of Sindh reserves the right in accordance of Sindh Public Procurement Authority Rule-25 to cancel the bidding process at any time prior to the acceptance of bid(s) or proposal (s). Under following conditions bid will be rejected: -

1. Conditional and telegraphic bids/tenders.
2. Bids not accompanied by bid security of required amount and form.
3. Bids received after specified date and time.
4. Black listed firms.

9. Bids shall remain valid till 60 days of submission. Excise, Taxation and Narcotics Control Department will not be responsible for any cost or expense incurred by bidding firms.

Director (Admn/Mvr)
Excise, Taxation & Narcotics Control,
Karachi.

IMPORTANT NOTE:

Bidder(s) must ensure that they submit all the required documents indicated in the Standard Bidding Document (SBD) without fail. Bids received without, Undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Standard Bidding Document (SBD) are liable to be rejected at the initial stage itself. The Data Sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder(s) for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Standard Bidding Document (SBD) at the later stages during Tender process. The Bidder(s) shall quote their prices inclusive of all applicable duties and taxes /Transportation etc. and all other expenses on free delivery to consignee's end at the Excise, Taxation and Narcotics Control Department Office.

All documents should be submitted duly **paginated/flagged** and the detailed of the documents should also be mentioned in front of the Index.

APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES-2010 (AMENDED-2017):

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

OVER-VIEW:

The Government of Sindh, Excise, Taxation and Narcotics Control Department wherein various offices are working which dealt with the Administration of Public Revenue, The Excise & Taxation Department is the main revenue collecting agency of the Government of Sindh which plays a paramount role in resource mobilization. The Department has been entrusted with two functions i.e. Tax collection and Narcotics suppression. It has the exclusive authority of issuance & administering the intoxicating liquor and other intoxicating licenses. In the province of Sindh following Taxes are being levied and collected through Excise and Taxation Department and the taxpayers in these categories are more than 5 million.

- i) Property Tax.
- ii) Professional Tax.
- iii) Infra-Cess Tax.
- iv) Motor Registration Fee and Motor Vehicle Tax.
- v) Excise Duty.
- vi) Cotton Fee.
- vii) Entertainment Duty.



**GOVERNMENT OF SINDH
EXCISE, TAXATION AND NARCOTICS
CONTROL DEPARTMENT**

1. INVITATION TO BID

1.1 SPPRA Rules to be followed:

Sindh Public Procurement Rules-2010 (Amended-2017) will be strictly followed. These may be obtained from SPPRA's website:

<http://www.pprasindh.gov.pk/spprarules2010.php>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Sindh Public Procurement Rules-2010 (Amended-2017).

1.2 Mode of Advertisement (s):

As per Rule-18, substituted vide SGA&CD Notification No. SORI (SGA&CD) 2-30/2010, dated 08th October, 2013, this Tender is being placed online at SPPRA's website, as well as being advertised in Three (03) Leading News Papers.

As per Rule-17, sub-rule (4), this Tender has also been placed online at the website of Excise, Taxation and Narcotics Control Department. The Standard Bidding Document (SBD) carrying all details can also be downloaded from Excise, Taxation and Narcotics Control Department website <http://www.excise.gos.pk/> and from SPPRA's website <http://www.pprasindh.gov.pk/>

1.3 Types of Open Competitive Bidding:

Following Procedure will be followed by Excise, Taxation and Narcotics Control Department for open competitive bidding. As per Rule 46 (02), Single Stage-Two Envelope Procedure would be followed. This is as follows:

- 1.3.1** The Bid(s) will be comprise a single package containing two separate envelopes. Each envelope will contain separately the financial proposal and the technical proposal.
- 1.3.2** The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion.
- 1.3.3** Initially, only the envelope marked "**TECHNICAL PROPOSAL**" will be opened.
- 1.3.4** Envelope marked as "**FINANCIAL PROPOSAL**" will be retained in the custody of the procuring agency without being opened.
- 1.3.5** Procuring agency will 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.
- 1.3.6** No amendments in the Technical Proposal(s) will be permitted during technical evaluation.
- 1.3.7** Financial proposal(s) of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the bidder(s) in advance.
- 1.3.8** Financial proposal(s) of bid(s) found technically non-responsive will be returned un-opened to the respective bidder(s).
- 1.3.9** Bid(s) found to be the lowest evaluated or best evaluated bid(s) would be accepted.

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

2. INSTRUCTION TO BIDDERS:

- 2.1 The Directorate (Admn/Mvr) Excise, Taxation & Narcotics Control, Karachi inviting bids for **PURCHASE OF PLANT & MACHINERY AND FURNITURE & FIXTURE** bearing Tender Enquiry No. **2(3)93/Acctt/2023-24/P&M AND F&F/Procurement/**
- 2.2 All Bids must be accompanied by an Earnest Money in shape of pay order equal to **03%** of quoted price in favour of “**Director (Admn/Mvr), Excise, Taxation & Narcotics Control Karachi**”. The bids along with an Earnest Money, Tender Forms, Affidavits and all required Documents as mentioned in Standard Bidding Document (SBD) must be delivered on or before **15th April 2024 at 01:00 p.m.**. The Technical Bids will be publicly opened at DG’s Complex beside Jung Building I.I Chundrigar Road Karachi , at 02:00 pm on the same day.
- 2.3 Queries of the Bidder(s) (if any) for seeking clarifications regarding the specifications of the item(s)/store(s) must be received in writing to the Primary Contract no later than Five (05) Calendar days prior to the deadline for the submission of Bids. Any Query received after Five (05) Calendar days would not entertained. All queries shall be responded to within due time.
- 2.4 The bidder(s) must submit bid(s) on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder (s). The bidder(s) shall submit bid(s) which comply with the Standard Bidding Document (SBD). Alternative bid(s) will not be considered. The attention of bidder(s) is drawn to the provisions of clause on “**Determination of Responsiveness of Bid**” regarding the rejection of bid(s), which are not substantially responsive to the requirement of the Standard Bidding Document (SBD).
- 2.5 Conditional Tender(s) against the Government Rules/Policy will be not considered /entertained/accepted.
- 2.6 The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

CONTACT:

Mr.Dara Ghani Memon

Deputy Director (H.Q),ET&NC Sindh Karachi

Phone: **021-99218787**

Address: DG’s Complex beside Jung Building I.I Chundrigar Road Karachi

- 2.6.1 Bidder(s) should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the primary Contact cannot be contacted, the bidder(s) may alternatively direct their enquiries through the Secondary Contact.
- 2.6.2 Bidder(s) 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.

- 2.6.3 The Excise, Taxation and Narcotics Control Department, Government of Sindh will not be responsible for any costs or expenses incurred by bidder(s) in connection with the preparation or delivery of bid(s).
- 2.6.4 As Authority competent to accept the Tender, the Excise, Taxation and Narcotics Control Department reserves the right to cancel the Tender, accept or reject one or all Bid(s) without assigning any reason thereof.
- 2.6.5 Failure to supply required item(s)/store(s) 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.

TERMS & CONDITIONS OF THE TENDER:

3. DEFINITIONS:

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 “Confirmation” means confirmation in writing.
- 3.3 “Contractor/Bidder/Tenderer/Firm/Vendor” means an entity/company/organization that is a registered bidder with the Government of Sindh, Excise, Taxation and Narcotics Control Department and has submitted its Bid as per the criteria/ specifications listed.
- 3.4 “Contractor” means any entity or person that may provide or provides the Goods to any of the public sector organization under the contract.
- 3.5 “Contract” means the contract proposed to be entered into between the Government of Sindh Excise, Taxation and Narcotics Control Department and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.6 “Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.7 “Calendar Days” means days including all holidays.
- 3.8 “Fraudulent and Corrupt practices” will have the same bearing and meaning as are defined in General Provision Part-I, in the Sindh Public Procurement Regulatory Rules-2010 (Amended-2017).
- 3.9 “ET&NC” means Excise, Taxation and Narcotics Control Department.
- 3.10 “GoS” 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 “Procuring Agency” means the Government of Sindh, Excise, Taxation and Narcotics Control Department or any other person/entity for the time being or from time to time duly appointed in writing by the Government of Sindh, Excise, Taxation and Narcotics Control Department to act as Procuring Agency for the purpose of the contract.
- 3.13 “Person” individual, association of persons, firm, company, corporation, institution and organization, etc. having legal capacity.
- 3.14 “Personnel” means professionals and support staff provided by the bidder(s) that are assigned to perform the Task or any part thereof.
- 3.15 “Procurement Methods” means any one of the procurement modes/methods as provided in the Sindh Procurement Rules-2010 (Amended-2017) published by the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- 3.16 “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Goods submitted by a Bidder in response to RFP.
- 3.17 “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 Standard Bidding Document (SBD).
- 3.18 “RFP” means Request for Proposals, including any amendments that may be made by the Excise, Taxation and Narcotics Control Department Government of Sindh for the selection of bidder(s).
- 3.19 “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 requirement of the project.

3.20 “SBD” means Standard Bidding Documents.

3.21 “STORES/PRODUCTS/GOODS/ITEMS” means the tasks to be performed by the bidder(s) pursuant to the Contract as listed under **Annexure-H**.

4. HEADINGS AND TITLES:

4.1 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 Government of Sindh, Excise, Taxation and Narcotics Control Department and the Bidder, the same shall be:

5.2 in writing;

5.3 issued within reasonable time;

5.4 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

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

6. TENDER ELIGIBILITY:

6.1 Eligible Bidder is a Bidder who:

6.2 Has a registered office in Pakistan as well as at least One (01) registered & operational office in Karachi Region.

6.3 has required relevant experience as mentioned at **Annexure- D**;

6.4 has valid authorization in Pakistan;

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

6.6 Provider of Stores as mentioned vide as per Schedule of Requirements at **Annexure-J**;

6.7 Conforms to the clause of “Responsiveness of Bid”.

6.8

7. TENDER COST:

1.1 The Bidder(s) should quote each item price as per Schedule of Requirement (SOR) including all taxes, duties and all others cost related to deliver the items to the consignee end as mentioned in Schedule of Requirement (SOR) to the items quoted by them, the bid cost for each item is full/final and fixed in all manners.

- 1.2 The Bidder(s) shall quote their bids in Pak Rupees in the prescribed manner as mentioned in Standard Bidding Document (SBD).
- 7.3 The Bidder(s) shall bear all costs/ expenses associated with the preparation and submission of the Tender and the Excise, Taxation and Narcotics Control Department, Government of Sindh shall in no case be responsible / liable for any costs/expenses.

8. TAXES & DUTIES:

- 8.1 The Tendered rates should be inclusive of all applicable Taxes to Federal & Provincial Government or Local Bodies and will be deducted from the bill of the Contractor(s)/ Supplier(s). If the Contractor(s)/Supplier(s) required Tax exemption facility regarding non-deduction of Advance Income Tax, the exemption certificate issued by the concerned Authority must be attached and on C.I.F basis a copy of Bill of Entry & Tax paid challan copy should be attached with the Bill.

9. EXAMINATION OF THE TENDER DOCUMENT:

- 9.1 The Bidder(s) has expected to examine the Tender Document, including all instructions and terms & conditions.

10. CLARIFICATION OF THE TENDER DOCUMENT:

- 10.1 The Bidder(s) may require further information or clarification of the Tender Document, within Five (05) Calendar days of issuance of Tender in writing.

11. AMENDMENT OF THE TENDER DOCUMENT:

- 11.1 The Procuring Agency may, at any time prior to the deadline for submission of the Bid(s), 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).
- 11.2 The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidder(s).
- 11.3 The Procuring Agency 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 Bidder(s) previously subject to the deadline shall thereafter be subject to the deadline as extended.

12. PREPARATION / SUBMISSION OF TENDER:

- 12.1 The Tender and all documents relating to the Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English language. Any Printed literature furnished by the Bidder(s) in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 12.2 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(s) or his

Authorized Representative. ***In case of copies, color photocopies shall be submitted; otherwise bid(s) will be ignored/rejected.***

- 12.3 The Tender shall be in Two Envelopes i.e. The “Technical Proposal” and The “Financial Proposal”.
- 12.4 The Technical Proposal shall comprise and fulfill all the requirements, **without quoting the price.**
- 12.5 Tender Covering Letter duly signed, designated and stamped by authorized representative on its Letter Head as per the format at **Annexure-A.**
- 12.6 Technical Proposal submission Form duly signed designated duly signed, designated and stamped by the authorized Representative on its Letter Head mentioned at **Annexure-C.**
- 12.7 Provide Undertaking on Bidder’s Letter Head with Authorized Signatures & Official Seal mentioned at **Annexure-E.** All terms & conditions and qualifications listed anywhere in the SBD have been satisfactorily vetted.
- 12.8 Submit the Affidavit on Stamp Paper valuing Rs. 100/- with attestation of Notary Public as per the format prescribed at **Annexure-F.**
- 12.9 Fill the Complete Address of the Firm/Company with Authorized Signatures & official seal in Form of Bid Requirements mentioned at **Annexure-G.**
- 12.10 Successful Bidder(s) shall submit the Integrity Pact duly signed, designated and stamped by authorized representative on Stamp Paper valuing Rs. 100/- mentioned at **Annexure-H.**
- 12.11 Work experience in different locations/areas of Sindh for supply & support activities along with the list of their clients in Sindh, or in any other province of Pakistan **Annexure-M**
- 12.12 Evidence of eligibility of the Bidder(s) & the Stores.
- 12.13 Evidence of conformity of the Stores to the Tender Document.
- 12.14 Submit the Technical Brochures/Literatures where required.
- 12.15 The statement must be signed by the authorized representative of the Bidder(s).
- 12.16 Valid Registration Certificate’s copies for Income Tax, Sales Tax, and & Professional Tax.
- 12.17 Income Tax & Sales Tax Returns Acknowledgement Slips (CPR) for the last 03-Tax Year i.e. Sixty (36) Months.
- 12.18 The Financial Proposal(s) shall comprise the following:
- 12.19 Submit the Financial Proposal Form duly signed, designated & seal by Authorized Representative as mentioned at **Annexure-I.**
- 12.20 Fill the Schedule of Requirement (SOR) on company’s Letter Head with Authorized Signatures and Official seal on it vide mentioned vide at **Annexure-J.**
- 12.21 Tender Earnest Money **(03% of the Total Bid amount in shape of Pay order).**
- 12.22 The Bidder(s) shall seal the Technical Proposal in an envelope duly marked as under:-

[Technical Tender Inquiry No]

[Tender Name]

Open on: [Insert 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]

[Valid Phone No. of the Bidder]

- 12.24 The Bidder(s) shall follow the same process for the Financial Proposal.
12.25 The Bidder(s) 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]

[Valid Phone No. of the Bidder]

13. TENDER PRICE:

- 13.1 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.

14. EARNEST MONEY:

- 14.1 The Bidder(s) shall furnish the Earnest Money as under:
- 14.2 As part of Financial Bid(s) Envelope, failing which will cause rejection of Bid(s).
- 14.3 For a sum equivalent to 03% of the Total Bid Price;
- 14.4 Denominated in PAK Rupees.
- 14.5 Have a minimum validity period of Ninety (60) days from the last date of submission of the Tender or until furnishing of the Performance Security, whichever is later;
- 14.6 ***Also enclosed an Earnest Money photocopy of Pay Order/Demand Draft in Technical Proposal(s) in which amount should not be readable, otherwise the Bid(s) will be ignored/rejected at the time of Technical Evaluation.***
- 14.7 The proceeds of the Earnest Money shall be payable to the Procuring Agency, on the occurrence of any / all of the following conditions:-
- 14.8 If the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender form; or
- 14.9 If the Bidder(s) does not accepted the correction of his total bid price; or
- 14.10 If the Bidder(s), having being 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, accordance with the Tender documents
- 14.11 The Earnest Money shall be returned to the technically unsuccessful bidder(s) with unopened/un-sealed financial bid(s) while the unsuccessful bid(s) of financial bid(s) opening procedure will be returned the Earnest Money only. The Earnest Money would be returned to the successful bidder(s) on furnishing the performance security in shape of Bank Guarantee / Demand Draft / Pay Order.

15. TENDER VALIDITY:

- 15.1 The Tender shall have a minimum validity period of ninety (60) days from the last date for submission of tender. The Procuring Agency 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(s) agrees to extension of validity period of the tender, the validity period of the Earnest Money shall also be suitably extended. The bidder(s) may refuse extension of validity period of tender, without forfeiting the Earnest Money.

16. WITHDRAWAL OF THE TENDER:

- 16.1 The bidder(s) 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.
- 16.2 The tender, withdrawn after the deadline for submission for Bid(s) and prior to the expiration of the period of the tender validity, shall result in forfeiture of the Earnest Money.

17. OPENING OF THE TENDER:

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

18. CLARIFICATION OF THE TENDER:

- 18.1 The Excise, Taxation and Narcotics Control Department, Government of Sindh will have the right, at its exclusive discretion, to require, in writing, further information clarification of the tender or may be required 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 is at the discretion of the Procuring Agency.

19. DETERMINATION OF RESPONSIVENESS OF THE BID:

- 19.1 The Government of Sindh, Excise, Taxation and Narcotics Control Department 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 Preliminary (Mandatory) Screening Criteria mentioned at **Annexure-B**. A substantially responsive Bid(s) is one which:
- 19.2 Meets the Preliminary (Mandatory) Screening Criteria & Evaluation Criteria for the Bidder(s) for the Good(s)/item(s) as mentioned vide **Annexure-B**.
- 19.3 Evaluation Criteria with proper required discipline mentioned at **Annexure-D**
- 19.4 Technical Evaluation Report/Qualification Assessment marks Obtained By a Firm (**Annexure-L**)
- 19.5 Meets the Technical Specifications for the Product(s)/Store(s)/item(s) as mentioned vide **Annexure-H**;
- 19.6 Meets the rate and limit of liquidated damages;
- 19.7 Offers fixed price quotations for the stores as mentioned vide **Annexure-J**;
- 19.8 Is accompanied by the required Tender Earnest Money as a part of Financial Bid envelope;
- 19.9 Is otherwise complete and generally in order;

- 19.10 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation;
- 19.11 A material deviation or reservation is one which affects the scope, quality of the Stores/item(s)/good(s) or limits the Government of Sindh, Excise, Taxation and Narcotics Control Department's rights or the Bidder's obligations under the contract.
- 19.12 The Tender determined as not substantially responsive will be disqualified from the Procurement Process & shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation. However, the Procuring Agency with its exclusive discretion may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

20. CORRECTION OF ERRORS/AMENDMENT OF TENDER:

- 20.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- (a). If there is a discrepancy between the amount in figures and the amount in words for the total Bid(s) Price entered in the Tender Form, the amount which tallies with the total Bid(s) Price entered in the Price Schedule, shall govern. If there is a discrepancy in the unit rate(s) and the total price entered in the price schedule, resulting from incorrect multiplication of the unit rate(s) by the quantity, the unit rate(s) as quoted shall govern and the total price would be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate(s), in which case the total price as quoted shall govern and the unit rate(s) will be corrected. If there is a discrepancy in the actual sum of the itemized total prices and the total Bid(s) price quoted in the price schedule, the actual sum of the itemized total prices will govern. The Bid(s) price as determined after arithmetic correction shall be termed as the corrected Bid(s) price which shall be binding upon the bidder(s). Adjustment will be based on corrected Bid(s) Price. The price determined after making such adjustments will be termed as evaluated total Bid(s) price. The bidder(s) shall rate the Bid(s) price for the payment terms outlined in the conditions of contract which will be considered for the evaluation of the tender. The bidder(s) may state alternate payment terms and indicate the reduction in the Bid(s) price offered for such alternative payment terms. The Procuring Agency may consider the alternative payment terms offered by the bidder(s).
- (b) The Tender must be free from erasing, cutting and over-writing. In case of erasing, cutting and over-writing, Authorized Signatory Person should initial it duly stamped, else the offer will not be entertained and will be rejected by the Procurement Committee.

21. REJECTION OF THE TENDER:

- 21.1 The Excise, Taxation and Narcotics Control Department, Government of Sindh 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(s) of the grounds for the Procuring Agency's action, and

without thereby incurring any liability to the Bidder(s) and the decision of the Procuring Agency shall be final.

- 21.2 The Tender shall be rejected if it is:
- A Substantially non-responsive; or
 - B Submitted in other than prescribed formats, forms, annexes, schedules, charts, drawings, documents by other than specified mode; or
 - C Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
- 21.3 Subjected to interlineations /cuttings/corrections/erasures/overwriting; or
- 21.4 The bidder(s) submits more than one tender(s); or
- 21.5 The bidder(s) refuses to accept the corrected total bid(s) price; or
- 21.5.1 The bidder(s) has conflict of interest with the Procuring Agency; or
- 21.5.2 The bidder(s) tries to influence the Bid evaluation/Contract award; or
- 21.5.3 The Bidder(s) engages in corrupt or fraudulent practices in competing for the Contract award.
- 21.6 There is any discrepancy between Standard Bidding Document (SBD) and Bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid(s).
- 21.7 The Bidder(s) submits any financial conditions as part of its bid which is not in conformity with Standard Bidding Document (SBD).

22. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- 22.1 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 goods/items/stores originally specified in Schedule of Requirements without any change in Unit Price or other terms & conditions. The quoted rates once offered by the Bidder(s) will not be changed during the Contract Period.

23. ACCEPTANCE LETTER (LETTER OF INTENT):

- 23.1 The Procuring Agency will, send the Acceptance letter (Letter of Intent) to the successful Bidder(s), 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(s) & will Discharge its Earnest Money.

24. PERFORMANCE SECURITY:

- 24.1 The successful Bidder(s) will have to deposit the requisite Performance Security as under:
- 24.2 Within Fifteen (15) Calendar days of the receipt of the Acceptance letter from the Procuring Agency.
- 24.3 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 Procuring Agency vide mentioned at **Annexure-K**.
- 24.4 For a sum equivalent to 06% of the contract value.
- 24.5 Denominated in Pak Rupees.
- 24.6 Have a validity period of One (01) Year i.e. Twelve (12) months, starting from the date of submitting of Performance Security, whichever is later.

- 24.7 The proceeds of the Performance Security shall be payable to the Procuring Agency, on the occurrence of any/all of the following conditions:
- 24.8 If the Contractor(s) commits a default under the Contract.
- 24.9 If the Contractor(s) fails to fulfill any of the obligations under the Contract.
- 24.10 If the Contractor(s) violates any of the terms and conditions of the Contract.
- 24.11 The Contractor(s) 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 will be returned after approval of Competent Authority i.e. Secretary Excise, Taxation and Narcotics Control Department to the Contractor(s) within 30-working days after the expiry of its validity on written request from the Contractor(s).

25. STAMP DUTY:

- 25.1 Successful Bidder(s) will be liable to pay Stamp Duty (as applicable under the Stamp Duty Act 1989) duly stamped on the Contract Agreement & Assessment which may be levied in respect of the required Stores/Items/Goods.

BID DATA SHEET

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

Introduction		
ITB 2.1	Name of Contract.	Purchase of PLANT & MACHINERY AND FURNITURE & FIXTURE
ITB 2.1	Name of Purchaser.	Director (AdmnMvr) Excise, Taxation & Narcotics Control, Karachi
ITB 2.2	Purchaser' address, Telephone & Fax #.	DG's Complex beside Jung Building I.I Chundrigar Road Karachi 021-99218787
ITB 12.1	Language of Bid	The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by the English translation, in which case, for purpose of interpretation of the Bids, the English Translation shall govern.
Bid Price & Currency		
ITB 7.1	Price Quoted:	Delivered at Consignee End as mentioned in Schedule of Requirements.
ITB 13.1	Bid Price:	Fixed.
ITB 13.1	Bid Currency:	Pak Rupees (PKR).
Bid Submission		
ITB 14.3	Bid Security	3% of the quoted Price.
ITB 14.5	Bid Validity Period	60 Days.
ITB 1.3.2	Number of Copies	Two (Original) Envelopes "TECHNICALPROPOSAL" AND "FINANCIALPROPOSAL" marked separately
ITB 2.2	Address for Bid Submission	DG's Complex beside Jung Building I.I Chundrigar Road Karachi
ITB 2.1	Tender Enquiry Title Name and No	Purchase of PLANT & MACHINERY AND FURNITURE & FIXTURE NO: 2(3)93/Acctt/2023-24/P&M AND F&F/Procurement/
ITB 2.2	Deadline for Bid Submission	15th April 2024 at 01:00 P.M
ITB 2.2	Date, Time & Place for Bid Opening	15th April 2024 at 02:00 P.M at DG's Complex beside Jung Building I.I Chundrigar Road Karachi
Contract Award		
ITB 22.1	Purchaser's right to increase or decrease the quantities.	The Purchaser reserves the right to increase or decrease the quantities of articles to be produced, subject to the availability of Budget 2023-24 according to SPPRA Rules 2010 (Amended 2017).

1. All offers are made as per format of Price Schedule of this document. Additional Pages may be used, if needed. **In order to facilitate Bidders, a price schedule (containing the specifications & quantities of required stores) has been provided at Annexure-J.**
2. Prices quoted to cover all expenses including Freight, Taxes, and Insurance etc.
3. Goods will be required to be delivered as per schedule and at Consignee End.

TERMS & CONDITIONS OF THE CONTRACT

PURCHASE OF PLANT & MACHINERY AND FURNITURE & FIXTURE

CONTRACT FOR

Between

Directorate General (Excise & Taxation)
Excise, Taxation & Narcotics Control,
Karachi

And

(Name of the Firm)

Dated the: _____

I-AGREEMENT FORMAT

This Agreement of Contract is made at Karachi, on this ____ day of ____, 2024 between

_____, **THROUGH MR.** _____, hereinafter called and referred as the **“PROCURING AGENCY”** (which expression shall include their successors of one part) or Party of the **“FIRST PARTY”**

AND

(Full Legal name of Contractor)i.e. M/S. _____, **through its(Designation)** **MR.** _____ **SON** **OF** _____, holding CNIC No _____, Muslim, Adult, having its registered business Office/ Plot No. _____, hereinafter called and referred as the **“CONTRACTOR”** or the Party of the **“SECOND PARTY”**

WHEREAS, the Government of Sindh, Excise, Taxation and Narcotics Control Department is desirous that certain Goods, viz PLANT & MACHINERY AND FURNITURE & FIXTURE, 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 there in during Financial Year 2023-2024, SPPRA Serial No: _____, dated: _____ and Tender Inquiry No: _____

And whereas the **“CONTRACTOR”/ “SECOND PARTY”** Bid was accepted and approved being evaluated as the qualified and the lowest bidder for the supply at the cost of **Rs. _____(Rupees: _____)** as per approved specification invited by the **“DEPARTMENT / FIRST PARTY”**.

NOW THESE PRESENTS WITNESS AND THE PARTIES **HERETO AGREE HEREBY AS FOLLOWS:-**

1. That 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. That 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 (SBD)
 - 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 Excise, Taxation and Narcotics Control Department, Government of Sindh.
3. That in consideration of the payments to be made by the Government of Sindh, Excise, Taxation and Narcotics Control Department to the Contractor as hereinafter

mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Goods and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. That Government of Sindh, Excise, Taxation and Narcotics Control Department hereby covenants to pay the contractor, in consideration of the execution and 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
5. That the **“CONTRACTOR / SECOND PARTY”** do hereby agree and legally bound to accept the Purchase Order issued by the **“DEPARTMENT / FIRST PARTY”** vide Order No: _____, dated: _____, 2024.
6. That the **“CONTRACTOR / SECOND PARTY”** do hereby agree and bound to supply the following articles / items mentioned in the above said Purchase Order within the stipulated time as mentioned in the Standard Bidding Document (SBD) as well as in above said Purchase / Work / Supply Order, details are as under:-

S. No	Description of Items	Qty	Unit	Unit Price	Total Amount
GRAND TOTAL					

(Rupees _____ Only)

7. That the **“CONTRACTOR / SECOND PARTY”** is ready and bound to deliver all the articles / items at the place destination as shown in the Purchase Order at his/ her / their own risk and cost and handed over the complete delivery of all articles / items as per Purchase Order to the concern quarter.
8. That the **“CONTRACTOR / SECOND PARTY”** is ready and bound to replace any or all the articles / items broken or damaged (during transportation or at the time of delivery) at his own risk and cost and shall deliver all the articles / items in good and sound condition.
9. That the **“CONTRACTOR / SECOND PARTY”** undertakes to bear / pay all kind of Taxes i.e. Stamp duty / Services Charges / Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental and other charges levied by the concern authorities up to the place of destination.

10. That in case the **“CONTRACTOR / SECOND PARTY”** fails to supply the articles / items within the stipulated time the penalty will be charged at the rate of 7.5% monthly (0.25% chargeable on the basis of days) for the unsupplied items only.
11. That the **“DEPARTMENT / FIRST PARTY”** will reserve a legal right to cancel the whole or part of Purchase / Work / Supply Order or forfeit the full or part of Earnest Money / Security Deposit / Performance Security in case of any event of default on the part of **“CONTRACTOR / SECOND PARTY”** as per the clause(s) mentioned above in this Agreement of Contract as well as in the Standard Bidding Document (SBD). To assess whether such delays are entirely due to CONTRACTOR’s fault, an independent arbiter shall be appointed, under the Arbitration Act of 1940. The arbiter shall be nominated by mutual consent of both parties. The decision of the arbiter shall be final and both the parties will be legally bound to accept the decision.
12. That the **“CONTRACTOR / SECOND PARTY”** is ready to abide with above terms and conditions and as per Standard Bidding Document (SBD).

IN WITNESSES WHEREOF, the parties have bound themselves with the above mentioned terms and conditions with sound mind and their senses without any corrosion and force and act their hands and the parties hereto have caused this Contract to be executed on the **(Day)**, **(Month)** and **(Year)** before written in accordance with their respective laws.

WITNESSES:-

1. _____
Name: _____
S/o: _____
NIC No: _____
Address: _____

Signature of Procurement Agency
(Seal)

2. _____
Name: _____
S/o: _____
NIC No: _____
Address: _____

Signature of Contractor
(Seal)

II-TERMS & CONDITIONS OF CONTRACT

i.CONTRACT:

The Government of Sindh, Excise, Taxation and Narcotics Control Department will, after issuance of Letter of Intent to the successful bidder(s) send the contract provided in the Standard Bidding Document (SBD), to the successful bidder(s). Within three (03) working days of the receipts of such contract, the Bidder(s) shall sign and date the contract and return it to the Government of Sindh, Excise, Taxation and Narcotics Control Department.

ii.CONTRACT DOCUMENTS AND INFORMATION:

The Contractor(s) shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specification(s), drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Procuring Agency 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(s) 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.

iii.CONTRACT LANGUAGE:

The Contract and all documents relating to the Contract, exchanged between the Contractor(s) and the Procuring Agency, shall be in English. The Contractor(s) shall bear all costs of translation to English and all risks of the accuracy of such translation.

iv.STANDARDS:

The goods/Items/Stores provided under this Contract shall confirm to the latest Technology / mode Standards.

v.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.

vi.EXECUTION SCHEDULE:

The Contractor(s) shall submit an execution Schedule, giving details of goods rendered, as required under the contract, to the Procuring Agency, immediately after the issuance of letter of Intent.

vii.PAYMENT:

The Contractor(s) shall submit an application for payment, in the prescribed form, to the Procuring Agency. The application for payment shall be accompanied by the such invoices, receipts or other documentary evidence as the Procuring Agency may require; rate the amount claimed; and set forth in detail, in order of the price schedule, particulars of the Goods/Items/Stores 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 Procuring Agency will make payment for the Goods/Items/Stores

provided, to the contractor(s), as per Government policy, in Pak Rupees, through A.G Sindh Cheque.

viii.PRICE:

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

ix.CONTRACT AMENDMENT:

The Excise, Taxation and Narcotics Control Department may, at any time, by written notice served on the contractor(s), alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all /any of the goods/Items/Stores with the percentage as prescribed in Standard Bidding Document (SBD). The Contractor(s) shall, within Ten (10) 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 Procuring Agency. The contractor(s) shall not execute the change until and unless the Excise, Taxation and Narcotics Control Department has allowed the said change, by written order served on the contractor(s). 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 Excise, Taxation and Narcotics Control Department and the contractor(s).

x.ASSIGNMENT / SUBCONTRACT:

The contractor(s) shall not assign or sub-contract its obligations under the contract, in whole or in part, except with the Government of Sindh, Excise, Taxation and Narcotics Control Department prior written consent. The contractor(s) shall guarantee that any and all assignees or subcontractors of the contractor(s) 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.

xi.LIQUIDATED DAMAGES:

If the contractor(s) 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 Government of Sindh, Excise, Taxation and Narcotics Control Department 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 Government of Sindh, Excise, Taxation and Narcotics Control Department, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

xii.BLACKLISTING:

If the contractor(s) 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 Government of Sindh, Excise, Taxation and Narcotics Control Department may, at any time, without prejudice to any other right of action/remedy it may have, blacklist the contractor(s), either indefinitely or for a stated period, for further tenders in public sector. If the contractor(s) is found to have engaged in corrupt or fraudulent

practices in competing for the without prejudice to any other right of action / remedy it may have, blacklist the contractor(s), either indefinitely or for a stated period, for further tenders in public sector.

xiii.FORFEITURE OF PERFORMANCE SECURITY:

If the contractor(s) 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 Government of Sindh, Excise, Taxation and Narcotics Control Department may, without prejudice to any other right of action / remedy it may have, forfeit performance security of the contractor(s). Failure to supply required items/goods/stores 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(s) will not be allowed to participate in future tenders as well.

xiv.TERMINATION FOR DEFAULT:

If the contractor(s) 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 Government of Sindh, Excise, Taxation and Narcotics Control Department 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(s). Provided that the termination of the contract shall be resorted to only if the contractor(s) does not cure its failure/delay, within fifteen (15) working days (or such longer period as the Government of Sindh, Excise, Taxation and Narcotics Control Department may allow in writing), after receipt of the such notice. If the Government of Sindh, Excise, Taxation and Narcotics Control Department terminates the contract for default, in whole or in part, the Government of Sindh, Excise, Taxation and Narcotics Control Department may procure, upon such terms and conditions and in such manner as it deems appropriate, goods similar to those undelivered, and the contractor(s) shall be liable to the Government of Sindh, Excise, Taxation and Narcotics Control Department excess costs for such similar Goods/Items/Stores. However, the contractor(s) shall continue performance of the contract of the extent not terminated.

xv.TERMINATION OF INSOLVENCY:

If the contractor(s) becomes bankrupt or otherwise insolvent, the Government of Sindh, Excise, Taxation and Narcotics Control Department, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the contractor(s), indicate the nature of the insolvency and terminate the contract, in whole or in part, without any compensation to the contractor(s).

xvi.TERMINATION FOR CONVENIENCE:

The Government of Sindh, Excise, Taxation and Narcotics Control Department may, at any time, by written notice served on the contractor(s) terminate the contract, in whole or in part, for its convenience, without any compensation to the contractor(s). The Goods/Items/Stores which are complete or to be completed by the contractor(s), within Thirty(30) working days after the receipt of such notice, shall be accepted by the Government of Sindh, Excise, Taxation and Narcotics Control Department. For the remaining Goods/Items/Stores, the Government of Sindh, Excise, Taxation and Narcotics Control Department 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/Items/Stores.

xvii.FORCE MAJEURE:

The contractor(s) 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(s) shall, by written notice served on the Government of Sindh, Excise, Taxation and Narcotics Control Department indicate such condition and the cause thereof. Unless otherwise directed by the Government of Sindh, Excise, Taxation and Narcotics Control Department in writing, the contractor(s) 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.

xviii.TAXES AND DUTIES:

The contractor(s) will 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.

xix.CONTRACT COST:

The contractor(s) shall bear all costs/expenses associated with the preparation of the contract and the Government of Sindh; Excise, Taxation and Narcotics Control Department shall in no case be responsible for those expenses.

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

If the Contractor(s) encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Contractor(s) shall, by the written notice served on the Government of Sindh, Excise, Taxation and Narcotics Control Department promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Government of Sindh, Excise, Taxation and Narcotics Control Department 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(s), extend the contractor's time for performance of its obligations under the Contract.

xxi.STATUTES AND REGULATIONS:

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The contractor(s) 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 Government of Sindh, Excise, Taxation and Narcotics Control Department indemnified against all penalties and liability of any kind for breach of any of the same. The Courts at Karachi will have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

SPECIAL STIPULATIONS:

<i>For Ease of Reference, Certain Special Stipulations are as Under:-</i>	
Sr. No	PARTICULARS
1.	The Successful Bidder(s) supplies the goods/stores which shall be in Original Sealed Box which will be delivered at the Excise, Taxation and Narcotics Control Department, Government of Sindh Office or as per the address mentioned in the Purchase Order(s) by the Authorized representative of the successful Bidder(s) at the risk and cost of the supplier(s). Any Breakage or Shortage of the stock will be recovered from the Supplier(s).
2.	The Liquidate/Damages in the event of completion beyond the given schedule shall be 0.25% for each day of delay from the targeted period.
3.	The Bidder(s) shall quote their Firm & Final rate(s) both in Figures & in words on free delivery basis at Excise, Taxation and Narcotics Control Department office as well as in the Directorates all over the Sindh.
4.	If Good(s)/Item(s)/Store(s) found not genuine <u>or</u> are declared Sub-Standard, the contractor(s)/supplier(s) are solely responsible and are bound to supply additional quantity of whole item(s)/store(s) free of cost on mentioned site, otherwise contract will be terminated with the Contractor and a Penalty will be raised on Contractor as per rules.
5.	The Technical Evaluation carried out by Procurement Committee will be Final, which will be assessed on overall experience basis.
6.	Financial Offer will be announced / considered only those item(s) which will Technically qualified by the Procurement Committee.
7.	Only item(s)/good(s)/store(s) approved by Procurement Committee will be considered by Procuring Agency.
8.	The Procurement Committee reserves the right to approve/drop any item(s)/good(s)/store(s) <u>or</u> scrap/cancel the Tender as per Relevant Rules of SPPRA-2010 (Amended-2017).
9.	Redressal of Grievances & Settlement of Dispute will be as per SPPRA Rules-2010 (Amended-2017).
10.	The Successful Bidder(s) shall sign the Contract Agreement with the Excise, Taxation & Narcotics Control Department on Judicial Stamp Paper of Rs. 200/- as per approved format and may get purchase order(s) from the office.

Note: All the above said instructions must be read carefully for compliance; else the offer(s) will be ignored. Procuring Agency reserves the right to ask & verify any document(s) from the participant(s) related to the Bid(s).

TENDER COVERING LETTER FORMAT:

The Director (Admn/Mvr),
Excise, Taxation & Narcotics Control,
Karachi.

Subject: PURCHASE OF PLANT & MACHINERY AND FURNITURE & FIXTURE

This Letter Format shall be on the Letter Head of the Bidder(s)/Firm(s) and should be signed by a person competent. It shall be included by the Bidder(s) in its Technical Bid(s)

Dear Sir,

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

2. I/We undertake, if our proposal is accepted, to provide the required Store(s)/Goods comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Excise, Taxation and Narcotics Control Department, Government of Sindh.

3. I/We agree to abide by this proposal for the period of Ninety (60) days (as per requirement of the Bid) 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.

4. I/We agree to execute a contract in the form to be communicated by the Excise, Taxation and Narcotics Control Department, Government of Sindh incorporating all agreements with such alternations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

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

6. I/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 binding.

7. I/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 as attached:-

Authorized Signatures with Official Seal

PRELIMINARY (MANDATORY) SCREENING CRITERIA:

This Check list form will be used by Procuring Agency for the selection of Bidder(s) at Preliminary Stage. Bid(s) which do not pass the Preliminary (Mandatory) Screening Criteria will be assumed as Non-Responsive bid(s) and will be eliminated from Tender Process at initial stage without evaluation of Technical Criteria. Bidder(s) shall be advised to provide all the below requirements in its Technical proposal(s) of each section:

Technical Bid Opening Check List: {Mandatory Requirements for all Bidder(s)}

Sr. No	Description	Name of Bidder(s)		
		Firm-A	Firm-B	Firm-C
		Yes/No	Yes/No	Yes/No
1.	Are Both Envelopes Sealed? (Technical & Financial)			
2.	Are Envelopes properly typed as prescribed in clause 12.23 & 12.25?			
3.	Is Tender Covering Letter format typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal as prescribed at Annexure-A ?			
4.	Is Technical Proposal Format at Annexure-C typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal?			
5.	Is Undertaking Format at Annexure-E typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal?			
6.	Is Affidavit of Non-Litigation and Blacklisting is properly typed on stamp paper valuing of Rs. 100/- with proper required discipline (to be produced by the bidder(s) itself).			
7.	Is Affidavit Format at Annexure-F typed properly on Rs. 100/- Stamp paper with Authorized Signatures & Official Seal?			
8.	Is Bid Requirement Form at Annexure-G properly Filled with Bidder(s) complete address with Authorized Signatures & Seal?			
9.	Is Financial Proposal Format at Annexure-I properly filled by the Bidder(s) complete address along with Authorized Signatures & Seal (to be attached with Financial Proposal)			
10.	Is Valid General Sales Tax (GST) Certificate(s) provided by the Bidder(s)?			
11.	Is Valid National Tax Number (NTN) Certificate(s) provided by the Bidder(s)?			
12.	Is Professional Tax Certificate(s) for the Current Financial Year 2023-24 submitted by the Bidder(s) in its Technical Bid(s)?			
13.	Are all documents in Technical Proposal submitted by the Bidder(s) duly signed, designated with Official Seal, properly filed, flagged as well as paginated?			
14.	Are detail of all the documents are mentioned in front of the Index			

Note: Interested Bidder(s) are advised to fulfill all the requirements as indicated above for passing out the preliminary (Mandatory) Elimination Process.

FORMAT FOR TECHNICAL PROPOSAL SUBMISSION FORM

{This Format of Technical Proposal Form shall be on the Letter Head of the Bidder(s)/Firm(s) and shall be signed by a person competent. It should be included by the Bidder(s) in its Technical Bid(s)}

(Insert Location & Date)

The Director (Admn/Mvr),
Excise, Taxation & Narcotics Control,
Karachi.

Subject: PURCHASE OF PLANT & MACHINERY AND FURNITURE & FIXTURE

Dear Sir,

I/We, the undersigned, offer to provide the subject goods/stores in accordance with your request for proposal. I/We are hereby submitting our proposal(s), which includes the Technical Proposal(s) and the Financial Proposal(s) sealed in Two (02) separate envelopes. I/We undertake, if my/our proposal(s) is accepted, to provide the said stores related to the assignment.

2. I/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. I/We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and I/We are aware of the relevant provisions of the Proposal Document.

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

I/ We remain,
Yours sincerely,

Authorized Signature
(In full and initials)

Name and Designation of Signatory & Seal:

Name of Firm:

EVALUATION CRITERIA & COMPARISON OF BID(S):

Bidder(s) who have been qualified on the basis of the preliminary (Mandatory) screening criteria will be eligible for an evaluation criterion. The Goods/stores will evaluate and compare the bid(s) that have been determined to be substantial responsive. The evaluation will be performed assuming the contract will be awarded to the high evaluated bidder(s) for the entire information system as per criteria mentioned in this Standard Bidding Document (SBD).

SECTION	REQUIREMENTS	YES	NO
1	GENERAL REQUIREMENTS:		
A	Required to submit the Company Name, Year of Establishment, Address of the Firm (Registered Office), Telephone number(s), Fax number(s) and E-mail Address and must have at-least One (01) registered operational office in Karachi.(Details shall submit with proof).		
B	Required to submit valid copy of N.I.C of Firm's Authorized Representative (Signing Authority)		
C	Form of Company (Attach Memorandum) Where applicable. • Individual. • Private Limited. • Public Limited. • Partnership. • Corporation. • Other(s) (Specify).		
D	Location of the Firm/Company/Contractor (Attach Memorandum)Where Applicable • Industrial. • Commercial. • Residential. • Others (Specify).		
E	Required to submit the Income Tax Return to FBR Department for the last Three (03) Years.		
F	Required to submit the General Sales Certificate .(GST) (FBR)		
G	Required to submit the proper product sample in Technical Proposal offered by the Bidder(s) in its Bid.		
2	FINANCIAL CAPABILITIES:		
A	Required to submit the Valid Current <u>Financial Soundness Certificate /Account Maintaining Certificate</u> from the concerned Bank.		

B	Required to submit the <u>Bank Statement</u> without any tempering for at-least past 36-months (03-Years) for the purpose of verification of Firm's Financial Capabilities.		
C	Required to submit the Last 36-months (03-Years) Annual Sales Turnover/Net profit for each year in the respective business, not less than the Bid Cost in a year. Copy of Audit Report i.e. (Auditor's Report, Balance Sheet, and Profit & Loss Account, Cash flow statement) or any other valid Documentary Evidence shall be submitted.		
3	WORKING EXPERIENCE:		
A	The Concerned Firm / Company / Vendor shall provide the details of similar works and cost, completed during the last 03 years. Valid Documentary evidence shall be submitted in shape of copies of Purchase orders/work orders/agreements/completion certificates. (Minimum 5-proofs required for the last 03-Years Work Experience in relating to the concerned field) . At least Two (02) Proofs shall be submitted of each Year.		
B	The concerned Firm/Company/Vendor shall have well-experienced of supplying similar product in Government/Private Institutions with documentary evidence. (At least 05-valid documentary proof shall be submitted in shape of Work/Job Order, Supply Order or any other written proof which has acceptable as per rules).		
C	Require to submit the capability of work in different locations/areas of Sindh for Supply & support activities along with the list of their clients in Sindh, or in any other province of Pakistan with their contact number to whom similar goods has been supplied (At least 05-Proofs required) Annexure-M		
4	CERTIFICATIONS:		
A	Required to submit at least Fifteen (05) valid Customer Satisfaction/Work Completion Certificates from the Clients/Customers at Client Official Letter Head with required discipline that the Firm(s)/Contractor(s) has provided the required services & items/goods/stores as per Procuring Agency requirement and on scheduled time during in the contract period for last 03 Years.		
B	Authorized Representative Certificate must have attached with bid and one copy with representative whom attend the bid opening meeting.		

UNDERTAKING:

{This undertaking format shall be on the Letter Head of the Bidder(s)/Firm(s) and shall be signed by a person competent. It shall be included by the Bidder in its Technical Bid(s)}

It is certified that the information furnished here in and as per the Documents submitted is true and correct and nothing has been concealed and 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 _____ 2024

Signature

In the capacity of (Company Seal)

Duly authorized to sign Bids for and on behalf of:

AFFIDAVIT FORMAT:

{This Affidavit format shall be on the Stamp Paper valuing Rs. 100/- with attestation of Notary Public and shall be signed by a person competent. It shall be included by the Bidder(s) in its Technical Bid(s)}

I/We, M/s. _____ (Insert Company Name) _____, located at _____
_____ (Insert Company Address) _____, through its proprietor namely
Mr. _____ (Insert Name) S/o. _____ (Insert Name) _____, bearing CNIC
No. _____ (Insert I.D Card Number) _____, resident of _____ (Insert Home Address) _____ is
hereby confirmed that we have carefully read all Terms and Conditions of the Tender and
also agreed to abide SPPRA Rules-2010 (Amended-2017) for the Purchase of PLANT &
MACHINERY AND FURNITURE & FIXTURE

1. I/We also do hereby state and declare on oath as under:-

- a.) That I/We will remain bound to supply any Item(s)/Good(s)/Store(s) as an additional quantity at the same rate(s) on which said item(s)/Goods(s)/Store(s) I/We have supply during the Contract Period.
- b.) That I/We agree whether our Tender accepted for Total, Partial **or** Enhanced Quantity for all **or** any Single Item.
- c.) That I/We also agree to supply and accept the said item(s)/store(s)/good(s) at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
- d.) I /We understand and ensure for the supply of store(s)/good(s)/item(s) as per the Tender Requirements.
- e.) I/We also agree to supply the 100% additional quantity without any additional charges, if the supply(s)/part of supply(s) declared sub-standard.
- f.) I/We understand that, if any of the information submitted in accordance to this Tender inquiry found incorrect or false, my/our contract may be cancelled at any stage on my/our cost and risk.
- g.) I/We also undertake that my/our firm has neither been Black Listed, nor having any dispute with any Government or Semi-Government Organization(s) and also there is no litigation against the firm, moreover my/our Firm has not been bankrupted.
- h.) That the replacement /warranty of rejected/faulty parts will be made immediately within Next Business day.
- i.) That I /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(s) Name:
Designation with Seal of the Firm(s):

Date: _____

FORM OF BID REQUIREMENTS:

Sr. No	Subject	Provision
1.	Amount of Earnest Money in the form of Pay order	03% of the Total Bid Amount in favor of Director (Admn/Mvr) Excise, Taxation & Narcotics Control, Karachi.
2.	Performance Security	06% of the Bid amount at the time of signing of the contract.
3.	Validity Period of Performance Security	For a Period of 12-Months 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	DG's Complex beside Jung Building I.I Chundrigar Road Karachi
6.	Company(s)/Firm(s)/Bidder(s)/Contractor(s) Official Address for serving of Notices	_____
7.	Procuring Agency's Address for serving of notices	DG's Complex beside Jung Building I.I Chundrigar Road Karachi

(Authorized Signature on behalf of Bidder & Company Seal)

FORMAT FOR INTEGRITY PACT:

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

1. M/s. _____ hereby declares that it has no obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

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 Excise, Taxation and Narcotics Control Department Government of Sindh, 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 Excise, Taxation and Narcotics Control Department Government of Sindh 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 Excise, Taxation and Narcotics Control Department, Government of Sindh under any law, contract or other instrument, be voidable at the option of Excise, Taxation and Narcotics Control Department, Government of Sindh.

5. Notwithstanding any rights and remedies exercised by Excise, Taxation and Narcotics Control Department, Government of Sindh in this regard, M/s. _____ agrees to indemnify Excise, Taxation and Narcotics Control Department, Government of Sindh for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Excise, Taxation and Narcotics Control Department, Government of Sindh 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 Excise, Taxation and Narcotics Control Department, Government of Sindh.

(Excise, Taxation and Narcotics
Control Department)

(Bidders Authorized Signatures with Official Stamp)

FORMAT FOR FINANCIAL PROPOSAL SUBMISSION FORM:

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

To,

The Director (Admn/Mvr),
Excise, Taxation & Narcotics Control,
Karachi.

19.2Subject: **Annexure-D.**

(Bidder(s) are requested to fill the Blank spaces in this form of Bid).

Dear Sir,

1. Having inspected site and checked all local conditions affecting the Stores and having also examined all Bid Documents including the Instruction to the Bidders, General Conditions of Contract and Schedule of Requirement, I/We the undersigned offer to provide the Purchase of PLANT & MACHINERY AND FURNITURE & FIXTURE 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 **Schedule of Requirements**, as agreed upon under the contract.
2. I/We accept the above bid documents as valid and binding including those parts not countersigned in fully by us.
3. I/We conform that we have satisfied ourselves about the goods and all other conditions which influence or may influence the goods, and I/We do not require any clarification and additional information thereto and that I/We cannot raise any claim for not knowing them.
4. I/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 Excise, Taxation and Narcotics Control Department, Government of Sindh, in accordance with the contract.
5. The rates and prices which I/We have quoted and all information and data attached with our Bid(s) 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(s) 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. I/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 my/our Bid is accepted we will furnish a Performance Security from a scheduled bank approved by the Excise, Taxation and Narcotics Control Department, Government of Sindh, for the amount of 07% of the Bid amount.
9. I/We agree to pay all costs towards the preparation of the Agreement of Contract.
10. I/We further agree to abide by this Bid for a period of (60) Ninety 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. I/We understand that you are not bound to accept the lowest or any Bid, you may receive.

Dated: This _____ day of _____, 2024

Signature of the Bidder _____

Duly authorized to sign the Bid with official seal 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

[Signature for and on behalf of Manufacturer with Official Seal]

ANNEXURE- J:

SCHEDULE OF REQUIREMENT

PLANT & MACHINERY

SR.NO	DESCRIPTION	UNIT/QTY	RATE	PLACE OF DELIVERY
01.	Water Dispenser	01		DG's Complex Excise & Taxation Department beside Jung Building I.I Chundrigar Road Karachi
02.	Split AC 1.5 Ton	01		
03.	Generator 50KVA	01		
	GRAND TOTAL			

In Words:

SCHEDULE OF REQUIREMENT

AND FURNITURE & FIXTURE

SR.NO	DESCRIPTION	UNIT/QTY	RATE	PLACE OF DELIVERY
01.	Executive office Desk with side Rack	01		DG's Complex Excise & Taxation Department beside Jung Building I.I Chundrigar Road Karachi
02.	Executive wooden visitor Chair	04		
03.	Side board with Drawer 7ft X 2.5ft	01		
04	Sofa Set 5 seater	01		
	GRAND TOTAL			

In Words:

Authorized Signature

Company Seal

Dated: _____

FORMAT FOR PERFORMANCE SECURITY FORM

(BANK GUARANTEE)

Guarantee No. _____

Executed on _____

Expiry Date: _____

(Letter by the Guarantor to the Excise, Taxation and Narcotics Control Department,
Government of Sindh)

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 Standard Bidding Document and above said letter of acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above name, are held and firmly bound unto the Government of Sindh, Excise, Taxation and Narcotics Control Department, Sindh Secretariat, 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 Government of Sindh Excise, Taxation and Narcotics Control Department's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project / Scheme).

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 Excise, Taxation and Narcotics Control Department, Government of Sindh, 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 Government of Sindh, Excise, Taxation and Narcotics Control Department will 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 the 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, designated by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

TECHNICAL EVALUATION REPORT/QUALIFICATION ASSESSMENT;

(Name of Procuring Agency: DIRECTOR(N.C) E,T&NC SINDH KARACHI				
Name of Work: PURCHASE OF P&M AND F&F		Marks obtained by firms.		
S No & Evaluation Criteria*	*Marks assigned	Firm A	Firm B	Firm C
01. Experience in similar works.	20			
02. Annual Turnover (not less than bid cost).	20			
03. Audit Report (PROFIT LOSS ,BALANCE STATEMENT).	20			
04. All Over Financial Status Of Company.	10			
05. Valid Certification provided.	10			
06. Store Room warehouses Available?	05			
07. Similar Government Work Experience.	05			
08. Work Experience In Privet Sector.	05			
09. Bid Documents Preparation status.	10			
10. Bidders capability of Supply.	10			
11. Quality of Sample's.	20			
12. Mandatory Documents Complete	10			
13. Taxation Details	10			

ANNEXURE- M

WORK EXPERIENCE IN DIFFERENT LOCATIONS/AREAS OF SINDH FOR SUPPLY & SUPPORT ACTIVITIES ALONG WITH THE LIST OF THEIR CLIENTS IN SINDH, OR IN ANY OTHER PROVINCE OF PAKISTAN

SR.NO	DEPARTMENT/ ORGANIZATION	SUPPLY /ARTICLE NAME	PROVINCE OF PAKISTAN	DELIVERY LOCATION
01				
02				
03				
04				
05				