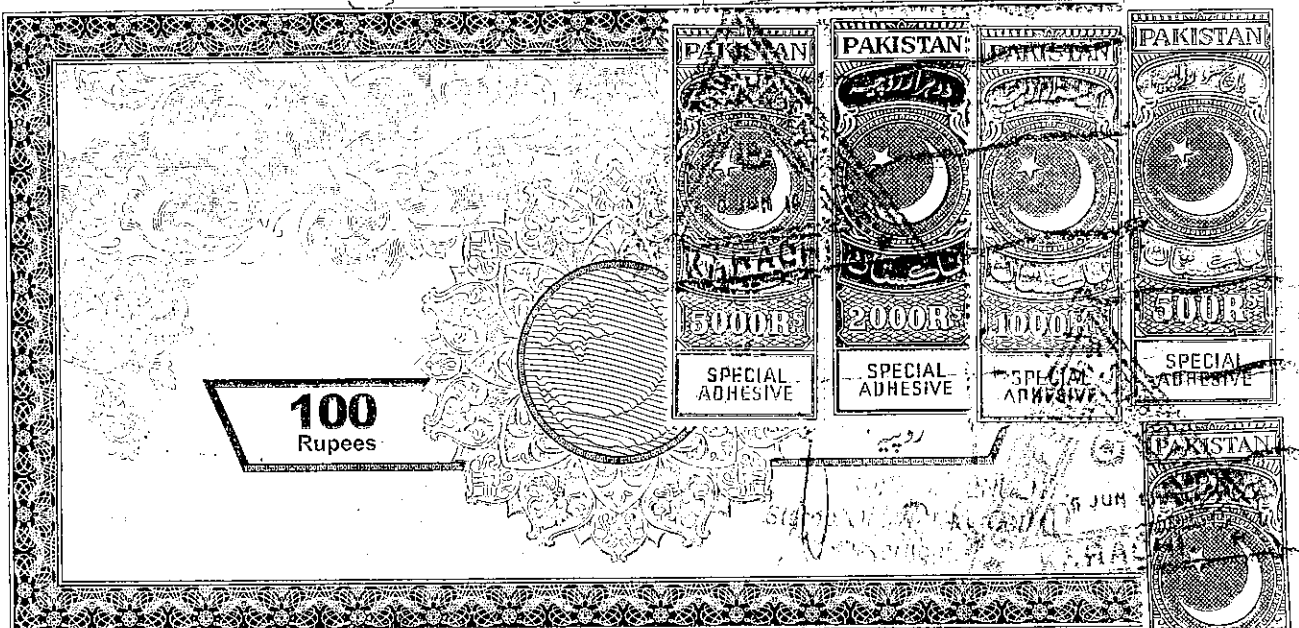


OK-197  
Esteele 2520/2



ZAFAR ULJANA ZAMAN Stamp Vendor  
Licence No. 99 Shop No. 412  
5th Floor, Tahir Plaza, Near City Court Karachi  
P.O. No. 16229 DATE.....  
RESIDENTIAL ADDRESS.....  
OFFICE ADDRESS.....  
PURPOSE.....  
VALUE RS. 100  
STAMP VENDOR SIGNATURE  
NOT USE FOR FREE WILL & DIVORCE PURPOSE

25 MAY 2018

Mohammad Ahmed  
ADVOCATE

### Form of Contract

This CONTRACT is made the 25 day of June 2018, between, Nutrition Support Program, Health Department, Government of Sindh of Pakistan (hereinafter called the "Procuring agency") and SMART LOGISTICS (hereinafter called the "Supplier") of the other part:

WHEREAS the procuring agency invited bids for certain goods and ancillary services, viz., Hiring of Transport Company and has accepted a bid by the Supplier for the supply of those goods and services in the sum of TWO MILLION FOUR HUNDRED THIRTY THREE THOUSANDS FOUR HUNDRED AND NINETY FIVE in figures Rs. 2,433,495/- (hereinafter called "the Contract Price")

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the Parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

**DR. ZAHID AHMED BALUCH**  
Programme Manager  
Nutrition Support Programme,  
Health Department Govt. of Sindh  
Karachi

Signed, sealed, delivered by [Signature] the \_\_\_\_\_ (for procuring agency)

Signed, sealed, delivered by [Signature] the Smart Logistics (for the supplier)

SMART LOGISTICS  
Karachi

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Nutrition Support Program
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of Goods
- 4) TENDER NUMBER INF/KRY-1947/18
- 5) BRIEF DESCRIPTION OF CONTRACT Procurement of various goods
- 6) FORUM THAT APPROVED THE SCHEME PC-1
- 7) TENDER ESTIMATED VALUE 13.25 million
- 8) ENGINEER'S ESTIMATE N/A  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) up to 20 weeks
- 10) TENDER OPENED ON (DATE & TIME) April 27,2018 at 10:30 am
- 11) NUMBER OF TENDER DOCUMENTS SOLD Eight (AL Qavi Traders ,Mariya Printer Ma Enterprises Al -rehm  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Eight (8)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Seven (7)
- 14) BID EVALUATION REPORT Yes  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Smart Logistics (House 75-J Block 2 PECHS khi
- 16) CONTRACT AWARD PRICE 2,433,495
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
Smart logistics  
Umar Transport

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

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

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	T00696-17-0001
No	

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

Yes	The News 12/04/2018 / Sobh 12/04/2018 / Ummat 12/04/2018
No	

22) NATURE OF CONTRACT

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

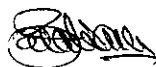
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer



**DR. ZAHOOR AHMED BALOCH**  
Programme Manager  
Nutrition Support Programme,  
Health Department Govt. of Sindh  
Karach

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset

**List of Buyer**

<i>S. No</i>	<i>Bidders</i>
1	Mariyah Printer
2	AL-Qavi Traders
3	M.A Enterprises
4	Smart Logistics
5	Umair Transport Services
6	Zeenith Advertising
7	Al-Rehman Enterprises
8	Graphics Arts



# SMART LOGISTICS

## 1. Bid Form and Price Schedules

Date: 26-Apr-2018  
IFB N<sup>o</sup>: 03/2017-18

To:  
Nutrition Support Program,  
Health Department,  
Govt. of Sindh,  
C 62, Block 2, Clifton, Karachi  
Telephone no. 021-35865932

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Lot No. 06 Hiring Of **Transportation Services** in conformity with the said bidding documents for the sum of *Two Million Four Hundred & Thirty Three Thousands Four Hundred and Ninety Five Only, Rs. 2,433,495/- only* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

---

Address: House 75 -J, Block 2 P.E.C.H.S Karachi, Cell: +92 333-3861760



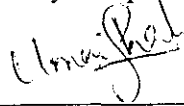
# SMART LOGISTICS

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

Dated this 27 day of April 2018.

  
\_\_\_\_\_  
[signature]



Manager Operations  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of Smart Logistics



# SMART LOGISTICS

## Price Schedule in Pak. Rupees

Name of Bidder: Smart Logistics. IFB Number: 03/2017-18. Page \_\_\_\_ of \_\_\_\_.

1 Item	2 Description	3 Country of origin	4 Quantity	5 Unit price DDP named place	6 Total DDP per item	7 Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required <sup>3</sup>
i	PDMA Warehouse, Jamshoro to WHO Warehouse at PQ, Karachi	Pakistan	20	80,000	1600,000	80,000
ii	PDMA Warehouse, Jamshoro to NSP Balochistan Warehouse in Quetta	Pakistan	05	166,699	833,495	166,699

Signature of Bidder *C. M. Shah*

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

<sup>3</sup> Must be included if required under ITB 11.2



## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

No.	Description	Quantity	Delivery Schedule in weeks from issuance of Purchase Order
1	Furniture -Chairs  -Office Table  -Visitor Chairs	22 5 18	8 weeks
2	Printing of Manuals, Curriculumms and forms	1,000,000 pages	4 weeks
3	MS Office Licenses	27	1 week
4	Camera	1	4 weeks
5	Stationary and Janitorial Items	--	4 weeks
6	Hiring of Transport Company	1	4 weeks
7	Holding of Workshops in Hotel	--	Repeat Activity
8	Development of M&E Software	1	14 weeks
9	Window Licenses	15	1 week

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**Technical Specifications**

## Hiring of Transportation firm

NSP requires services of transportation firm to move medicine and other perishable goods from PDMA Warehouse, Jamshoro to WHO Warehouse at PQ, Karachi and from PDMA Warehouse, Jamshoro to NSP Balochistan Warehouse in Quetta.

i. **PDMA Warehouse, Jamshoro to WHO Warehouse at PQ, Karachi**

40 feet refrigerated containers. Estimated quantity of containers is around 20.

ii. **PDMA Warehouse, Jamshoro to NSP Balochistan Warehouse in Quetta**

40 feet refrigerated containers. Estimated quantity of containers is around 5.

Transportation firms are to submit separate bid for serial number i and ii, and for the number of containers mentioned. The bid should also be inclusive of loading and unloading charges of labor and/or machinery. Payment would be made to firm on the actual number of containers utilized by the NSP.

## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the organization purchasing the

Goods, as named in SCC.

- (h) "The Procuring agency's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

## **2. Application**

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## **3. Country of Origin**

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

## **4. Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable

standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information; Inspection and Audit by the Government**

5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

**6. Patent Rights**

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

**7. Performance Security**

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the

performance security in the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the

Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.



**10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

**11. Insurance**

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

**12. Transportation**

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

#### **14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are

new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring

agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

### **17. Prices**

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

### **18. Change Orders**

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

**19. Contract  
Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the  
Supplier's  
Performance**

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be

ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations 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.

**26. Termination  
for Insolvency**

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

**27. Termination  
for  
Convenience**

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.



**28. Resolution of Disputes**

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: NSP, Health Department, Government of Sindh

GCC 1.1 (h)—The Procuring agency's country is: Islamic Republic of Pakistan

GCC 1.1 (j)—The Project Site is: NSP Health Department, Government of Sindh,  
C 62, Block 2, Clifton, Karachi

### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 10 % in shape of unconditional & irrevocable Bank Guarantee as per the format provided as Form - 3 from any schedule Bank of Pakistan.

GCC 7.4— After delivery and acceptance of the supplies, the performance security of 10% shall be kept by the Procuring agency to cover the Supplier's warranty obligations (if applicable) in accordance with Clause GCC 15.2. The Bank Guarantee against performance security will be released upon expiry of the Warranty Period.

**4. Inspections and Tests (GCC Clause 8)**

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Final acceptance shall be given after the QC of the equipment.

**5. Packing (GCC Clause 9)**

GCC 9.2—The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

**6. Delivery and Documents (GCC Clause 10)**

*Not Applicable*

**7. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

**8. Incidental Services (GCC Clause 13)**

CC 13.1 – Incidental services to be provided are: -

- (i) Installation (if any)
- (ii) Operational including emergency and routine maintenance training to Procuring agency's staff.

**9. Spare Parts (GCC Clause 14)**

*Not Applicable*

## **10. Warranty (GCC Clause 15)**

GCC 15.2—In partial modification of the provisions, the warranty period of the supplied Hardware shall be one year from date of acceptance of the supplies. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

**or**

- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week up-to maximum 10 % of the total price.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is 15 (fifteen) days.

## **11. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Pak. Rupees. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed. Part payment on part supply may be allowed.

Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.

**12. Prices (GCC Clause 17)**

GCC 17.1—Prices submitted by the vendor shall be considered final and will not be subject to any variation at any stage of bidding and/or supply & installation.

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate:

Maximum deduction: 1% per day upto 15% of the maximum

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**

**The Bonded Labour System (Abolition) Act of 1992**

**The Factories Act 1934**

**17. Notices (GCC Clause 31)**

GCC 31.1—Procuring agency's address for notice purposes:

NSP Health Department, Government of Sindh,  
C 62, Block 2,  
Clifton, Karachi

—Supplier's: Smart Logistics  
House 75-J, Block 2 P.E.C.H Karachi





NUTRITION SUPPORT PROGRAMME  
HEALTH DEPARTMENT  
GOVERNMENT OF SINDH

June 04, 2018

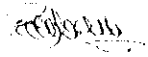
To,

M/s Smart Logistics  
House 75-J, Block 2  
P.E.C.H.S Karachi  
Ph: 92 333-3861760

Subject: **NOTIFICATION OF AWARD.**

This is to notify you that your Bid dated April 26, 2018 for Procurement of Transportation Services for the Accepted Contract Amount of Rs.2,433,495 (Rupee Two Million four Hundred & thirty three thousands four Hundred and Ninety Five Only) respectively, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section 3, Sample Forms, of the Bidding Document.

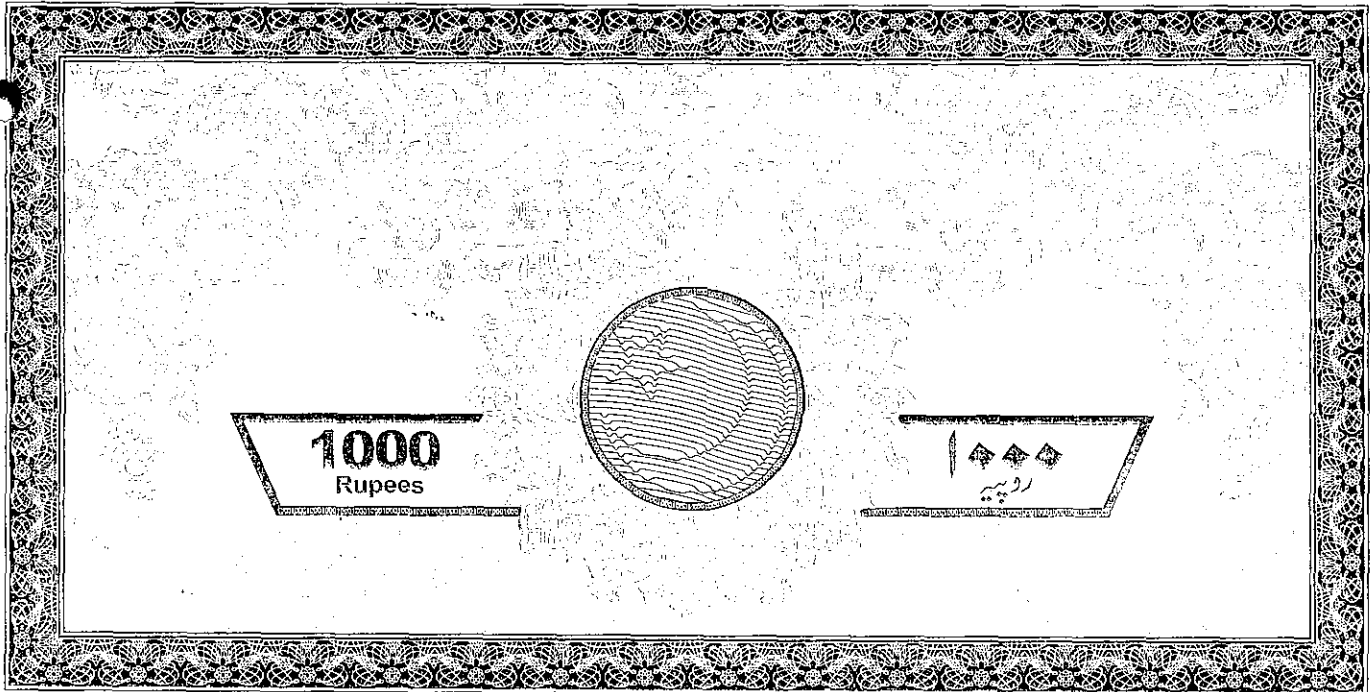
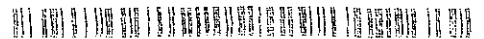
  
Dr. Zahoor Ahmed Baloch  
Program Manager

C.C:

FMS, NSP.





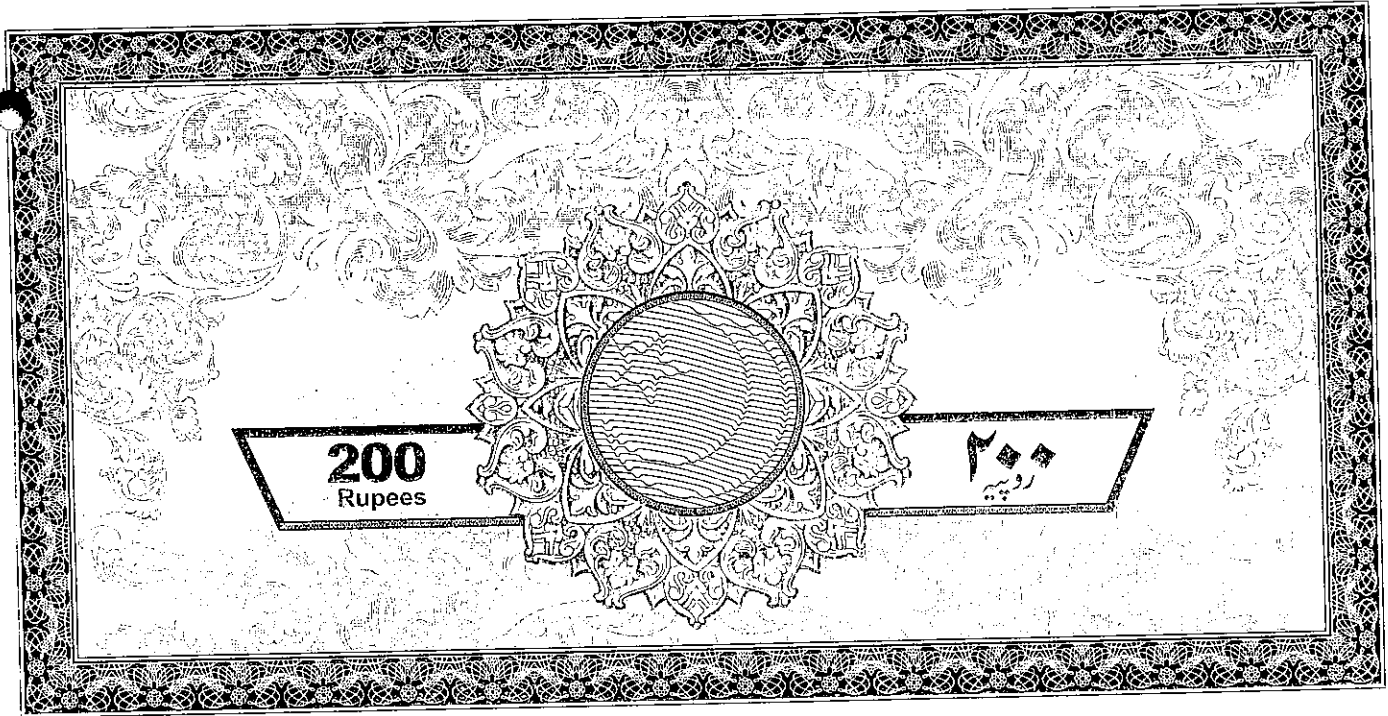
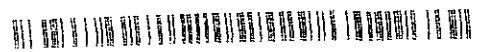


VENDOR  
 18043  
 30 MAY 2003  
 THE GOVERNMENT OF PUNJAB  
 DEPARTMENT OF PUBLIC WORKS  
 CHANDIGARH

(RUPEES ONE THOUSAND ONLY)

(-2-)

- 2- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
- a. The Bid Form and the Price Schedule submitted by the Bidder.
  - b. The Schedule of requirements.
  - c. The Technical Specifications.
  - d. The General Conditions of Contract.
  - e. The Special Conditions of Contract; and
  - f. The Procuring agency's Notification of Award.
- 3- In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4- The Procuring agency hereby covenants to pay the supplier in consideration of the provision of the good and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the



FOR ALL STAMP VENDOR

For the purchase of stamps from the State Treasury, Karachi

Stamp No. 13

Date

98287

DATE: 1 MAY 2018

Stamp No. 13

Date

Stamp No. 13

Date

Stamp No. 13

(-3-)

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

**DR. ZAKOOR AHMED BALOCH**  
Programme Manager  
Nutrition Support Programme,  
Health Department Govt. of Sindh  
Karach

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency).

Signed sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

*Graphic Arts*

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Nutrition Support Program
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of Goods
- 4) TENDER NUMBER INF/KRY-1947/18
- 5) BRIEF DESCRIPTION OF CONTRACT Procurement of various goods
- 6) FORUM THAT APPROVED THE SCHEME PC-1
- 7) TENDER ESTIMATED VALUE 13.25 million
- 8) ENGINEER'S ESTIMATE (For civil works only) N/A
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) up to 20 weeks
- 10) TENDER OPENED ON (DATE & TIME) April 27, 2018 at 10:30 am
- 11) NUMBER OF TENDER DOCUMENTS SOLD Eight (AL Qavi Traders ,Mariya Printer Ma Enterprises Al -rehm  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Eight (8)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Seven (7)
- 14) BID EVALUATION REPORT (Enclose a copy) Yes
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Grapics Arts (Shahrah-e- Liaquat Khi )
- 16) CONTRACT AWARD PRICE 1,768,212
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
Grapichs Arts  
Al-Rehman Enterprises  
Al-Qavi Traders
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

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

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

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

Yes	T00696-17-0001
No	

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

Yes	The News 12/04/2018 / Sobh 12/04/2018/ Ummat 12/04/2018
No	

22) NATURE OF CONTRACT

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

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

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

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

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

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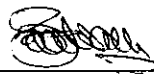
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer



DR. ZAHOOR AHMED BALOCH  
Programme Manager  
Nutrition Support Programme,  
Health Department Govt. of Sindh  
Karach

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset

**List of Buyer**

<i>S. No</i>	<i>Bidders</i>
1	Mariyah Printer
2	AL-Qavi Traders
3	M.A Enterprises
4	Smart Logistics
5	Umair Transport Services
6	Zeenith Advertising
7	Al-Rehman Enterprises
8	Graphics Arts

## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

No.	Description	Quantity	Delivery Schedule in weeks from issuance of Purchase Order
1	Furniture -Chairs  -Office Table  -Visitor Chairs	22 5 18	8 weeks
2	Printing of Manuals, Curriculums and forms	1,000,000 pages	4 weeks
3	MS Office Licenses	27	1 week
4	Camera	1	4 weeks
5	Stationary and Janitorial Items	--	4 weeks
6	Hiring of Transport Company	1	4 weeks
7	Holding of Workshops in Hotel	--	Repeat Activity
8	Development of M&E Software	1	14 weeks
9	Window Licenses	15	1 week



## Technical Specifications

2	Printing of Manuals, Curriculums and forms	<ul style="list-style-type: none"> <li>-Black and white printing/photocopying</li> <li>-A4 size paper</li> <li>-80-gram paper</li> <li>-Hard cover and bottom page of 100 pages book each (total of 10,000 books)</li> <li>-Around 1,100 books have to be delivered in each of the District Health Offices of Badin, Jacobabad, Tharparker, Larkana, T.M. Khan, Kashmore, Qambar Shahdadkot, Umerkot and Sanghar. Bidders would incorporate transportation charges in their financial bid.</li> </ul>
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### 5. Stationary and Janitorial Items

S #	NAME OF ITEMS	Unit	Quantity
1.	Pencil	No.	5,000
2.	Pen Holder Stand Steel	No.	20
3.	Heavy Duty Two hole punch machine with Lever (for 300 pages or more)	No.	5
4.	Scissors Medium steel	No.	500
5.	Stapler Pin Remover / Opener	No.	50
6.	Tape for Packing 2"(48mmx60yards) PANDA / OLYMPIA or equivalent	No.	100
7.	Tape for Packing 3" PANDA / OLYMPIA or equivalent	No.	100
8.	Cordless Mouse	No.	10
9.	Mop with bucket (sample at annex-A)	No.	2
10.	Key Board	No.	5
11.	Ring File	No.	200
12.	Cell AAA	No.	50
13.	Cell AA	No.	50
14.	Soap 115 gram Lux or equivalent	No.	50
15.	Dry Mob with Steel Handle	No.	20
16.	Morteen Spray 600ml or equivalent	No.	50
17.	Extension Cable 8 Socket Imported	No.	20
18.	Folding Charpai (refer to Annex-A for the sample)	No.	3
19.	Multi-Surface Cleaner 1 liter Dettol or equivalent	No.	100
20.	Soap Liquid 220 ml Lifebuoy or equivalent	No.	100

S #	NAME OF ITEMS	Unit	Quantity
21.	1 TB External Hard Drive water proof	No.	5
22.	Big empty boxes (holding up to 80 kg.)	No.	50
23	Permanent Markers (Red, Black, Blue)	No.	200
24	Erasable Markers (Red, Black, Blue, Green)	No.	250
25	Box Files plastic (Imported good quality)	No.	300
26	Spiral writing pads (with NSP logo four color)	No.	5,000
27	Envelope A4 size (with NSP logo and address printed- four color)	No.	5,000
28	Envelope Letter size (with NSP logo and address printed- four color)	No.	5,000
29	Leatherite Bag best quality with NSP and GoS log (4 color) – refer to Annex-A for the sample	No.	10
30	Key chain with NSP logo embossed – refer to Annex-A for the sample	No.	1,000
31	Paper Shredder 12 Sheets Cross Cut Shredder, LED display, Manual reverse mode and Overload protection	No.	5
32	Executive File Folders with NSP logo embossed – refer to Annex-A for the sample	No.	100
33	Harpic or equivalent (500 ml)	No.	50
34	Calculator	No	5
35	Stapler	No	100
36	Stapler Machine Heavy Duty	No	20
37	Transparent plastic bag with Tic button	No	5000
38	Scotch Tape Medium or equivalent	No	100
39	Wall clock best Quality Interior NSP & GOS Logo With mention name NUTRITION SUPPORT PROGRAM With colour	No	50
40	Sharpener	No	1000
41	Paper Cutter Knife	No	100
42	Highlighter All Colours	No	100
43	Vacuum Cleaner refer to Annex-A for the sample	No	1
44	UHU Patafix or equivalent (refer to Annex-A)	No	25
45	Colored Art Sheet	No	2000

## Bid Form and Price Schedules

Date: 27-04-2018

IFB No: 03/2017-18

To: Program Manager, Nutrition Support Program, Sindh

Gentlemen and / or Ladies:

Having examined the bidding documents including Addenda Nos, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Photocopies and Printing material**, in conformity with the said bidding documents for the sum of **Rs. 12,50,000/-** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **02 percent** of the Contract price for the due performance of the Contract, in the form prescribed by to procuring agency.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under clause 22 of the instructions to bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance therefore and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
Graphic Arts, 1,2 AM-11, Amna Manzil, Shahrah e Liaqat, Karachi	12,50,000/- in pak rupees	"None"

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

Dated this 27 day of April 20 18

Signature

**Mohammad Ahad Khan**  
Marketing Executive

1, Amna Manzil, AM-11, Shahrah-e-Liaquat, Karachi.  
Tel : 92-21-2722660 Fax : 92-21-2765713 E-mail : graphicartspk@gmail.com

**Price Schedule in Pak. Ruppes**

Name of Bidder: Graphic Arts

IFB Number: 03/2017-18

Page of

1	2	3	4	5	6	7
Item	Description	County of origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required
Printing of Manuals, Curriculums and forms	Black and white printing / photocopying A4 size paper 80 gram paper Hard cover and bottom page of 100 pages book each (total 10,000 books) Around 1100 books have to be delivered in each of the District Health Offices of Badin, Jacobabad, Tharparker, Larkana, TM Khan, Kashmore, Qambar Shahdadkot, umerkot and sanghar.	Pakistan	10,000	RS. 125/-	RS. 12,50,000/-	---

Signature of Bidder: \_\_\_\_\_

## Bid Form and Price Schedules

Date: 27-04-2018

IFB No: 03/2017-18

To: Program Manager, Nutrition Support Program, Sindh

Gentlemen and / or Ladies:

Having examined the bidding documents including Addenda Nos, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Stationary and Janitorial Items**, in conformity with the said bidding documents for the sum of **Rs. 872,277/-** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **02 percent** of the Contract price for the due performance of the Contract, in the form prescribed by to procuring agency.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under clause 22 of the instructions to bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance therefore and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
Graphic Arts, 1,2 AM-11, AmnaManzil, Shahrah e Liaquat, Karachi	872,277/- in pak rupees	"None"

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

Dated this 27 day of April 20 18

Signature

**Mohammad Ahad Khan**  
Marketing Executive

### Price Schedule in Pak. Ruppes

Name of Bidder: **Graphic Arts**

IFB Number: 03/2017-18

Page of

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required
Pencil	Dollar or equivalent with eraser	Pakistan	5000	RS. 6.20/-	RS. 31,000/-	---
Pen Holder Stand	High Quality in steel in black laminated color		20	Rs. 130/-	Rs. 2,600/-	---
Two hole punch machine	Heavy Duty Punch machine with leaver for more than 300 pages (Kangroo)		5	Rs. 6900/-	Rs. 34,500/-	---
Scissors	Medium Size steel		500	Rs. 61.71	Rs. 30,855/-	---
Stapler Pin mover			50	Rs. 42.35/-	Rs. 2,118/-	---
Tape for Packing 2"	(48mm x 60 yards) Panda		100	Rs. 52/-	Rs. 5,200/-	---
Tape for Packing 3"	Panda		100	Rs. 67/-	Rs. 6,700/-	---
Ring File	High Quality fiber file		200	Rs. 60.5/-	Rs. 12,100/-	---
Cell AAA	Toshiba or equivalent		50	Rs. 14/-	Rs. 700/-	---
Cell AA	Toshiba or equivalent		50	Rs. 14/-	Rs. 700/-	---
Permanent Markers	Red, Black, Blue, dollar or equivalent		200	Rs. 25.41/-	Rs. 5,082/-	---
Erasable Marker	Red, Black, Blue, dollar or equivalent		250	Rs. 33.88/-	Rs. 8470/-	---

Box File	Plastic File Imported in good quality		300	Rs. 180/-	Rs. 54000/-	---
Spiral writing Pad	NSP 4 colour logo printing on title 100 page		5000	Rs. 60.5/-	Rs. 302500/-	---
Envelope	A-4 Size, with NSP logo and address, on offset paper		5000	Rs. 6/-	Rs. 30,000/-	---
Envelope	Letter Size Big, with NSP logo and address, on offset paper		5000	Rs. 3.4/-	Rs. 17,000/-	---
Leatherite Bag	Best Quality bag with NSP and GoS logo printed		10	Rs. 1168/-	Rs. 11,680/-	---
Key Chain	With Embossed NSP Logo		1000	Rs. 7.2/-	Rs. 7,200/-	---
Executive File Folder	With Embossed NSP Logo		100	Rs. 850/-	Rs. 85,000/-	---
Calculator	Cassino Medium Size		5	Rs. 300/-	Rs. 1500/-	---
Stapler	Office size high quality		100	Rs. 193.6/-	Rs. 19,360/-	---
Stapler Machine	Heavy duty kangaroo 23 x 24		20	Rs. 2450/-	Rs. 49,000/-	---
Transparent Bag	Plastic bag with Tic Button best quality		5000	Rs. 14.5/-	Rs. 72,600/-	---
Scotch Tape	Medium Size		100	Rs. 35/-	Rs. 3,500/-	---
Wall Clock	Best Quality, Interior NSP & GoS Logo with NSP Name		50	Rs. 500/-	Rs. 25,000/-	---
Sharpener			1000	Rs. 4.9/-	Rs. 4,900/-	---
Paper Cutter			100	Rs. 70/-	Rs. 7,000/-	---
Highlighter			100	Rs. 45/-	Rs. 4,500/-	---
UHU Patafix			25	Rs. 230/-	Rs. 5,750/-	---

Colored Art Sheets	Different Colors 27 x 21		2000	Rs. 16.94/-	Rs. 33,880/-	---
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Signature of Bidder: \_\_\_\_\_



## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the organization purchasing the

Goods, as named in SCC.

- (h) "The Procuring agency's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

## **2. Application**

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## **3. Country of Origin**

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

## **4. Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable

standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information; Inspection and Audit by the Government**

5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

**6. Patent Rights**

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

**7. Performance Security**

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the

performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the

Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

**10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

**11. Insurance**

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

**12. Transportation**

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

#### **14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are

new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring



agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

## **18. Change Orders**

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

**19. Contract  
Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the  
Supplier's  
Performance**

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be

ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

### **23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

### **24. Termination for Default**

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations 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.

**26. Termination  
for Insolvency**

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

**27. Termination  
for  
Convenience**

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: NSP, Health Department, Government of Sindh

GCC 1.1 (h)—The Procuring agency's country is: Islamic Republic of Pakistan

GCC 1.1 (j)—The Project Site is: NSP Health Department, Government of Sindh,  
C 62, Block 2, Clifton, Karachi

### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 10 % in shape of unconditional & irrevocable Bank Guarantee as per the format provided as Form - 3 from any schedule Bank of Pakistan.

GCC 7.4— After delivery and acceptance of the supplies, the performance security of 10% shall be kept by the Procuring agency to cover the Supplier's warranty obligations (if applicable) in accordance with Clause GCC 15.2. The Bank Guarantee against performance security will be released upon expiry of the Warranty Period.

**4. Inspections and Tests (GCC Clause 8)**

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Final acceptance shall be given after the QC of the equipment.

**5. Packing (GCC Clause 9)**

GCC 9.2—The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

**6. Delivery and Documents (GCC Clause 10)**

*Not Applicable*

**7. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

**8. Incidental Services (GCC Clause 13)**

CC 13.1 – Incidental services to be provided are: -

- (i) Installation (if any)
- (ii) Operational including emergency and routine maintenance training to Procuring agency's staff.

**9. Spare Parts (GCC Clause 14)**



*Not Applicable*

#### **10. Warranty (GCC Clause 15)**

GCC 15.2—In partial modification of the provisions, the warranty period of the supplied Hardware shall be the one year from date of acceptance of the supplies. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week up-to maximum 10 % of the total price.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is 15 (fifteen) days.

#### **11. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Pak. Rupees. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed. Part payment on part supply may be allowed.

Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.

**12. Prices (GCC Clause 17)**

GCC 17.1—Prices submitted by the vendor shall be considered final and will not be subject to any variation at any stage of bidding and/or supply & installation.

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate:

Maximum deduction: 1% per day upto 15% of the maximum

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**

**The Bonded Labour System (Abolition) Act of 1992**

**The Factories Act 1934**

**17. Notices (GCC Clause 31)**

GCC 31.1—Procuring agency's address for notice purposes:

NSP Health Department, Government of Sindh,  
C 62, Block 2,  
Clifton, Karachi

—Supplier's: Graphics Arts  
Amna Manzil Am-11 shahrah –e- Liaquat Karachi



NUTRITION SUPPORT PROGRAMME  
HEALTH DEPARTMENT  
GOVERNMENT OF SINDH

June 04, 2018

To,

M/s Graphics Arts,  
Amna Manzil, AM -11  
Shahrah -e-Liaquat Karachi  
Ph: 021-2722660

Subject: NOTIFICATION OF AWARD.

This is to notify you that your Bid dated April 26, 2018 for Procurement of Stationery & Janitorial items, and Printing for the Accepted Contract Amount of Rs.518,212 (Rupees Five Hundred Eighteen thousand Two hundred & twelve Only ) and Rs.1,250,000 (Rupees One million Two hundred fifty thousand only) respectively, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section 3, Sample Forms, of the Bidding Document.

Dr. Zahoor Ahmed Baloch  
Program Manager

C.C:


FMS, NSP.




3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by  the DR. ZAHOOR AHMED BALOCH (for the Procuring agency)  
Programme Manager  
Nutrition Support Programme,  
Health Department Govt. of Sindh  
Karach

Signed, sealed, delivered by  the AL - QARI (for the Supplier)



# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Nutrition Support Program
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of Goods
- 4) TENDER NUMBER INF/KRY-1947/18
- 5) BRIEF DESCRIPTION OF CONTRACT Procurement of various goods
- 6) FORUM THAT APPROVED THE SCHEME PG-1
- 7) TENDER ESTIMATED VALUE 13.25 million
- 8) ENGINEER'S ESTIMATE N/A  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) up to 20 weeks
- 10) TENDER OPENED ON (DATE & TIME) April 27, 2018 at 10:30 am
- 11) NUMBER OF TENDER DOCUMENTS SOLD Eight (AL Qavi Traders ,Mariya Printer Ma Enterprises Al -rehm  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Eight (8)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Seven (7)
- 14) BID EVALUATION REPORT Yes  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Al- qavi Traders ( House No.C-79,Block-11 Khi
- 16) CONTRACT AWARD PRICE 2,825,348
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
Al-Qavi Traders  
Graphics Arts  
Al-Rehman Enterprises
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	T00696-17-0001
No	

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

Yes	The News 12/04/2018 / Sobh 12/04/2018/ Ummat 12/04/2018
No	

22) NATURE OF CONTRACT

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------



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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer



**DR. ZAHOOR AHMED BALOCH**  
Programme Manager  
Nutrition Support Programme,  
Health Department Govt. of Sindh  
Karach

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset

**List of Buyer**

<i>S. No</i>	<i>Bidders</i>
1	Mariyah Printer
2	AL-Qavi Traders
3	M.A Enterprises
4	Smart Logistics
5	Umair Transport Services
6	Zeenith Advertising
7	Al-Rehman Enterprises
8	Graphics Arts



Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Bid Form and Price Schedules

Date: 27<sup>th</sup> April-2018  
IFB N<sup>o</sup>: 03/2017-18

Program Manager, Nutrition Support Program Sindh  
C-62, Block 2 Clifton, Karachi

Having examined the bidding documents including (Lot-5), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [Stationary and Janitorial Items] in conformity with the said bidding documents for the sum of [1,511,384 (One million five hundred and eleven thousand three hundred and eighty four only)] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

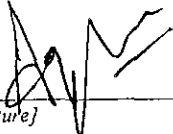
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>None</u>	<u>None</u>	<u>None</u>

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

Dated this 27th day of April 2018.

  
[Signature] **AL-QAVI TRADERS**  
**Proprietor** Proprietor  
[In the capacity of]

Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS



**Price Schedule in Pak. Rupees**

Name of Bidder: AL-QAVI TRADERS.

IFB Number: 03/2017-18

Page 1 of 2

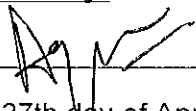
S.No	Items Specification	Qty	Unit Price	Total
1	Pencil	5000	8.2	41,000
2	Pen holder Stand Steel	20	318	6,360
3	Heavy Duty Two hole punch machine with lever	5	8,469	42,345
4	Scissors Medium Steel	500	89	44,500
5	Stapler Pin Remover/Opener	50	29	1,450
6	Tape for Packing 2"	100	70	7,000
7	Tape for Packing 3"	100	83	8,300
8	Cordless Mouse	10	679	6,790
9	Mop with bucket	2	3,779	7,558
10	Keyboard	5	529	2,645
11	Ring file	200	46	9,200
12	Cell AAA	50	15	750
13	Cell AA	50	15	750
14	Soap 115 gms	50	64	3,200
15	Dry Mop with steel handle	20	439	8,780
16	Morteen Spray 600 ml	50	589	29,450
17	Extension Cable 8 Socket	20	529	10,580
18	Folding Charpai	3	4,537	13,611
19	Multi Surface Cleaner	100	499	49,900
20	Soap Liquid 220 ml	100	227	22,700
21	1 TB External Hard drive	5	9,529	47,645
22	Big Empty boxes	50	181	9,050
23	Permanent Marker (Red, Black, Blue)	200	27	5,400
24	Erasable Markers (Red, Black, Blue, Green)	250	35	8,750
25	Box file plastic	300	169	50,700

26	Spiral Writing pads (NSP Logo)	5,000	61	305,000
27	Envelope A4 Size (NSP Logo)	5,000	3.7	18,500
28	Envelope Letter Size (NSP Logo)	5,000	1.9	9,500
29	Leathrite Bag best quality (with NSP Logo)	10	7,599	75,990
30	Key Chain with NSP Logo	1,000	31	31,000
31	Paper Shredder 12 Sheet Cross Cut Shredder	5	24,957	124,785
32	Executive File Folders with NSP Logo	100	1,817	181,700
33	Harpic	50	193	9,650
34	Calculator	5	264	1,320
35	Stapler	100	189	18,900
36	Stapler Machine Heavy Duty	20	1,830	36,600
37	Transparent Plastic bag with Tic Button	5,000	23	115,000
38	Scotch Tape Medium	100	30	3,000
39	Wall Clock best Quality with NSP Logo	50	1,361	68,050
40	Sharpener	1,000	15	15,000
41	Paper Cutter Knife	100	31	3,100
42	Highlighter All Color	100	28	2,800
43	Vacuum Cleaner	1	12,100	12,100
44	UHU Patafix	25	279	6,975
45	Colored Art Sheets	2,000	17	34,000
<b>GRAND TOTAL</b>				<b>1,511,384</b>
<b>2% Earnest Money</b>				<b>30,228</b>

**Amount in words: One million five hundred eleven thousand three hundred and eighty four only.**

**AL QAVI TRADERS**

[Signature]



**Proprietor**

Proprietor  
[In the capacity of]

Dated this 27th day of April 2018.

Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS





Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Bid Form and Price Schedules

Date: 27<sup>th</sup> April-2018  
IFB N<sup>o</sup>: 03/2017-18

Program Manager, Nutrition Support Program Sindh  
C-62, Block 2 Clifton, Karachi

Having examined the bidding documents including (Lot-4), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [Camera] in conformity with the said bidding documents for the sum of [400,000 (four hundred thousand only)] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

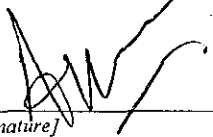
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>None</u>	<u>None</u>	<u>None</u>

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

Dated this 27th day of April 2018.

  
[Signature] **AL-QAVI TRADERS**  
**Proprietor**

Proprietor  
[In the capacity of]



Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS



Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Price Schedule in Pak. Rupees

Name of Bidder: AL-QAVI TRADERS.

IFB Number. 03/2017-18

Page 1 of 1

S.No	Items Specification	Qty	Unit Price	Total
1	Camera (Canon 6D Mark II) with add Lense	1	400,000	400,000
<b>GRAND TOTAL</b>				<b>400,000</b>
<b>2% Earnest Money</b>				<b>8,000</b>

Amount in words: Four hundred thousand only.

**AL QAVI TRADERS**

**Proprietor**

[Signature]

Dated this 27th day of April 2018.

Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS

Proprietor  
[In the capacity of]





Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Bid Form and Price Schedules

Date: 27<sup>th</sup> April-2018  
IFB N<sup>o</sup>: 03/2017-18

Program Manager, Nutrition Support Program Sindh  
C-62, Block 2 Clifton, Karachi

Having examined the bidding documents including (Lot-7), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [Windows Licenses] in conformity with the said bidding documents for the sum of [750,000 (Seven hundred and fifty thousand only)] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

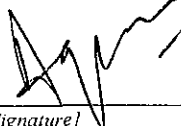
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>None</u>	<u>None</u>	<u>None</u>

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

Dated this 27th day of April 2018.

  
[Signature] **AL-QAVI TRADERS**  
**Proprietor**

Proprietor  
[In the capacity of]



Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS





Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Price Schedule in Pak. Rupees

Name of Bidder: AL-QAVI TRADERS.

IFB Number. 03/2017-18

Page 1 of 1

S.No	Items Specification	Qty	Unit Price	Total
1	Windows 10 Microsoft	12	20,900	250,800
2	Microsoft server licenses	3	166,400	499,200
<b>GRAND TOTAL</b>				<b>750,000</b>
<b>2% Earnest Money</b>				<b>15,000</b>

Amount in words: Seven hundred and fifty thousand only.

**AL-QAVI TRADERS**

**Proprietor**

Proprietor

[In the capacity of]

[Signature]

Dated this 27th day of April 2018.

Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS





Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Bid Form and Price Schedules

Date: 27<sup>th</sup> April-2018  
IFB N<sup>o</sup>: 03/2017-18

Program Manager, Nutrition Support Program Sindh  
C-62, Block 2 Clifton, Karachi

Having examined the bidding documents including (Lot-1), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [Furniture] in conformity with the said bidding documents for the sum of [2,942,900 (Two million nine hundred and forty two thousand nine hundred only)] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

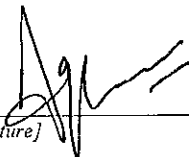
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>None</u>	<u>None</u>	<u>None</u>

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

Dated this 27th day of April 2018.

  
[Signature]

**AL-QAVI-TRADERS**

Proprietor  
[in the capacity of]



Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS



Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Price Schedule in Pak. Rupees

Name of Bidder: AL-QAVI TRADERS.

IFB Number. 03/2017-18

Page 1 of 1

S.No	Items Specification	Qty	Unit Price	Total
1	Visitor Chair (Interwood)	22	22,900	503,800
2	Officer Chair (Interwood)	19	25,900	492,100
3	Officer Chair (Interwood)	3	55,000	165,000
4	Office Table (Office World)	18	99,000	1,782,000
<b>GRAND TOTAL</b>				<b>2,942,900</b>
<b>2% Earnest Money</b>				<b>58,858</b>

Amount in words: Two million nine hundred forty two thousand nine hundred only.

**AL-QAVI-TRADERS**

**Proprietor**

[Signature]

Dated this 27th day of April 2018.

Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS

Proprietor

[In the capacity of]





Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Bid Form and Price Schedules

Date: 27<sup>th</sup> April-2018  
IFB N<sup>o</sup>: 03/2017-18

Program Manager, Nutrition Support Program Sindh  
C-62, Block 2 Clifton, Karachi

Having examined the bidding documents including (Lot-3), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [MS Office Licenses] in conformity with the said bidding documents for the sum of [996,300 (Nine hundred and ninety six thousand three hundred only)] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

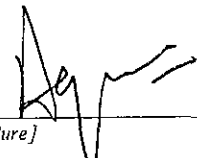
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>None</u>	<u>None</u>	<u>None</u>

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

Dated this 27th day of April 2018.

  
[Signature] **AL-QAVI-TRADERS**  
Proprietor Proprietor  
[In the capacity of]

Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS





Address : House No. C-79, Block-II,  
Chapal Sun City Banglows Scheem-33,  
Gulzar -e- Hijri, Karachi  
Contact : 03332262818 , 03139558280

### Price Schedule in Pak. Rupees

Name of Bidder: AL-QAVI TRADERS.

IFB Number .03/2017-18

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S.No	Items Specification	Qty	Unit Price	Total
1	MS Office 2016 Office Licenses	27	36,900	996,300
<b>GRAND TOTAL</b>				<b>996,300</b>
<b>2% Earnest Money</b>				<b>19,926</b>

Amount in words: Nine hundred and ninety six thousand three hundred only.

**AL QAVI TRADERS**

**Proprietor**

[Signature]

Dated this 27th day of April 2018.

Duly authorized to sign Bid for and on behalf of AL-QAVI TRADERS

Proprietor  
[In the capacity of]



## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

No.	Description	Quantity	Delivery Schedule in weeks from issuance of Purchase Order
1	Furniture -Chairs -Office Table -Visitor Chairs	22 5 18	8 weeks
2	Printing of Manuals, Curriculums and forms	1,000,000 pages	4 weeks
3	MS Office Licenses	27	1 week
4	Camera	1	4 weeks
5	Stationary and Janitorial Items	--	4 weeks
6	Hiring of Transport Company	1	4 weeks
7	Holding of Workshops in Hotel	--	Repeat Activity
8	Development of M&E Software	1	14 weeks
9	Window Licenses	15	1 week

## Technical Specifications

No.	Description	Specifications
1	-Furniture (please check footnotes)	<p><b><u>Officer Chairs (19<sup>1</sup>):</u></b></p> <p>Mesh Back            Mesh Padded Seat            Height Adjustable Armrest            Adjustable Lumber Back Support            Nylon Base            Seat Sliding            Height and Angle Adjustable Mesh Padded Headrest            Torsion Bar Synchronized Tilting Mechanism            Height Adjustable (Gas Lift)            360 Rotation</p> <p><b><u>Officer Chairs (3)</u></b></p> <p>Back Tilt Mechanism with position lock            Height Adjustable (Gas Lift)            Headrest Cushion            Pillow            360 Rotation            Foot Rest            Lumber Back Support            Chromed Based</p> <p><b><u>Office Table with Side Racks<sup>2</sup></u></b></p> <p>Table size 5x3 made of wood (Shesham) 3 drawers (with locks) on one side and Drawer and cabinet on other side. side racks with keyboard tray. Polished as per instruction and approved color by procuring agency.</p> <p><b><u>Visitor Chairs<sup>3</sup></u></b></p> <p>Wooden chair (Sheesham duly polish) with arms, seat</p>

<sup>1</sup> Nine Chairs would be delivered in the District Health Offices of Badin, Jacobabad, Tharparker, Larkana, T.M. Khan, Kashmore, Qambar Shahdadt, Umerkot and Sanghar. Bidders would incorporate transportation charges in their financial bid.

<sup>2</sup> Tables will be delivered in District Health Offices of Kashmore, Umerkot, Tharparker, Larkana and Qambar Shahdadt. Bidders would incorporate transportation charges in their financial bid.

<sup>3</sup> Two visitor chairs would be delivered in each of the District Health Offices of Badin, Jacobabad, Tharparker, Larkana, T.M. Khan, Kashmore, Qambar Shahdadt, Umerkot and Sanghar. Bidders would incorporate transportation charges in their financial bid.

		and bade cushioned covered with cousin (Size seat height 18", high back 20" from seat width 20", depth 20" - 22") - black color.
2	MS Office Licenses	27 S Office License Keys for Business
3	Windows Licenses	Windows 10 licenses for laptops and Servers 12 Nos  Windows Server licenses 2016 Standard 3 Nos
4	Camera	26.2 Megapixels 861 Sq. mm Sensor Size 24-70 mm lens and 70-200 mm lens

### **5. Stationary and Janitorial Items**

S #	NAME OF ITEMS	Unit	Quantity
1.	Pencil	No.	5,000
2.	Pen Holder Stand Steel	No.	20
3.	Heavy Duty Two hole punch machine with Lever (for 300 pages or more)	No.	5
4.	Scissors Medium steel	No.	500
5.	Stapler Pin Remover / Opener	No.	50
6.	Tape for Packing 2"(48mmx60yards) PANDA / OLYMPIA or equivalent	No.	100
7.	Tape for Packing 3" PANDA / OLYMPIA or equivalent	No.	100
8.	Cordless Mouse	No.	10
9.	Mop with bucket (sample at annex-A)	No.	2
10.	Key Board	No.	5
11.	Ring File	No	200
12.	Cell AAA	No.	50
13.	Cell AA	No.	50
14.	Soap 115 gram Lux or equivalent	No.	50
15.	Dry Mob with Steel Handle	No.	20
16.	Morteen Spray 600ml or equivalent	No.	50
17.	Extension Cable 8 Socket Imported	No.	20
18.	Folding Charpai (refer to Annex-A for the sample)	No.	3
19.	Multi-Surface Cleaner 1 liter Dettol or equivalent	No.	100
20.	Soap Liquid 220 ml Lifebuoy or equivalent	No.	100



S #	NAME OF ITEMS	Unit	Quantity
21.	1 TB External Hard Drive water proof	No.	5
22.	Big empty boxes (holding up to 80 kg.)	No.	50
23	Permanent Markers (Red, Black, Blue)	No.	200
24	Erasable Markers (Red, Black, Blue, Green)	No.	250
25	Box Files plastic (Imported good quality)	No.	300
26	Spiral writing pads (with NSP logo four color)	No.	5,000
27	Envelope A4 size (with NSP logo and address printed- four color)	No.	5,000
28	Envelope Letter size (with NSP logo and address printed- four color)	No.	5,000
29	Leatherite Bag best quality with NSP and GoS log (4 color) – refer to Annex-A for the sample	No.	10
30	Key chain with NSP logo embossed – refer to Annex-A for the sample	No.	1,000
31	Paper Shredder 12 Sheets Cross Cut Shredder, LED display, Manual reverse mode and Overload protection	No.	5
32	Executive File Folders with NSP logo embossed – refer to Annex-A for the sample	No.	100
33	Harpic or equivalent (500 ml)	No.	50
34	Calculator	No	5
35	Stapler	No	100
36	Stapler Machine Heavy Duty	No	20
37	Transparent plastic bag with Tic button	No	5000
38	Scotch Tape Medium or equivalent	No	100
39	Wall clock best Quality Interior NSP & GOS Logo With mention name NUTRITION SUPPORT PROGRAM With colour	No	50
40	Sharpener	No	1000
41	Paper Cutter Knife	No	100
42	Highlighter All Colours	No	100
43	Vacuum Cleaner refer to Annex-A for the sample	No	1
44	UHU Patafix or equivalent (refer to Annex-A)	No	25
45	Colored Art Sheet	No	2000

## General Conditions of Contract

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) "GCC" means the General Conditions of Contract contained in this section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
  - (h) "The Procuring agency's country" is the country named in SCC.
  - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - (j) "The Project Site," where applicable, means the place or places named in SCC.
  - (k) "Day" means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

**3. Country of Origin**

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

**4. Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information; Inspection and Audit by the Government**

- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of

the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance Security**
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and

assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after

having been delivered, hence insurance coverage is sellers responsibility.

**12. Transportation**

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to

purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action

as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

**17. Prices**

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

**18. Change Orders**

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the



Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s)

specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination  
for Default**

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring

agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations 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.

**26. Termination for Insolvency**

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

**27. Termination for Convenience**

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the

Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: NSP, Health Department, Government of Sindh

GCC 1.1 (h)—The Procuring agency's country is: Islamic Republic of Pakistan

GCC 1.1 (j)—The Project Site is: NSP Health Department, Government of Sindh, C 62, Block 2, Clifton, Karachi

### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 10 % in shape of unconditional & irrevocable Bank Guarantee as per the format provided as Form - 3 from any schedule Bank of Pakistan.

GCC 7.4— After delivery and acceptance of the supplies, the performance security of 10% shall be kept by the Procuring agency to cover the Supplier's warranty obligations (if applicable) in accordance with Clause GCC 15.2. The Bank Guarantee against performance security will be released upon expiry of the Warranty Period.

**4. Inspections and Tests (GCC Clause 8)**

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Final acceptance shall be given after the QC of the equipment.

**5. Packing (GCC Clause 9)**

GCC 9.2—The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

**6. Delivery and Documents (GCC Clause 10)**

*Not Applicable*

**7. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

**8. Incidental Services (GCC Clause 13)**

CC 13.1 – Incidental services to be provided are: -

- (i) Installation (if any)
- (ii) Operational including emergency and routine maintenance training to Procuring agency's staff.

**9. Spare Parts (GCC Clause 14)**

*Not Applicable*

**10. Warranty (GCC Clause 15)**

GCC 15.2—In partial modification of the provisions, the warranty period of the supplied Hardware shall the one year from date of acceptance of the supplies. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the

Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week up-to maximum 10 % of the total price.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is 15 (fifteen) days.

#### **11. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Pak. Rupees. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed. Part payment on part supply may be allowed.

Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.

#### **12. Prices (GCC Clause 17)**

GCC 17.1—Prices submitted by the vendor shall be considered final and will not be subject to any variation at any stage of bidding and/or supply & installation.

#### **13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate:

Maximum deduction: 1% per day upto 15% of the maximum

#### **14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

#### **15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**

**17. Notices (GCC Clause 31)**

GCC 31.1—Procuring agency's address for notice purposes:

NSP Health Department, Government of Sindh,  
C 62, Block 2,  
Clifton, Karachi

—Supplier's: Al-Qavi Traders  
House No.C-79, Block II ,Cahpal  
Sun City Banglows Scheem-33  
Gulzar-e- Hijri ,Karachi





NUTRITION SUPPORT PROGRAMME  
HEALTH DEPARTMENT  
GOVERNMENT OF SINDH

June 04, 2018

To,

M/s Al-Qavi Trading,  
House No.C-79,Block -II  
Chapal Sun City banglows Scheem -33  
Gulzar-e- Hijri ,Karachi  
Ph: 0333-2262818

Subject: NOTIFICATION OF AWARD.

This is to notify you that your Bid dated April 26, 2018 for Procurement of Stationery & Janitorial items, for the requested amount of Rs.186, 948 (Rupees One Hundred Eighty Six Thousand Nine Hundred and Forty eight only) Furniture, for the requested amount of Rs.492,100 (Rupees Four hundred Ninety Two Thousand one hundred only) Camera, for the requested amount of Rs. 400,000 (Rupees Four hundred Thousand only) Office licenses, for the requested amount of Rs. 996,300 (Rupees Nine hundred ninety six Thousand three hundred only) Window licenses, for the requested amount of Rs. 750,000 (Rupees Seven hundred and fifty thousand only) is hereby accepted by our Agency.

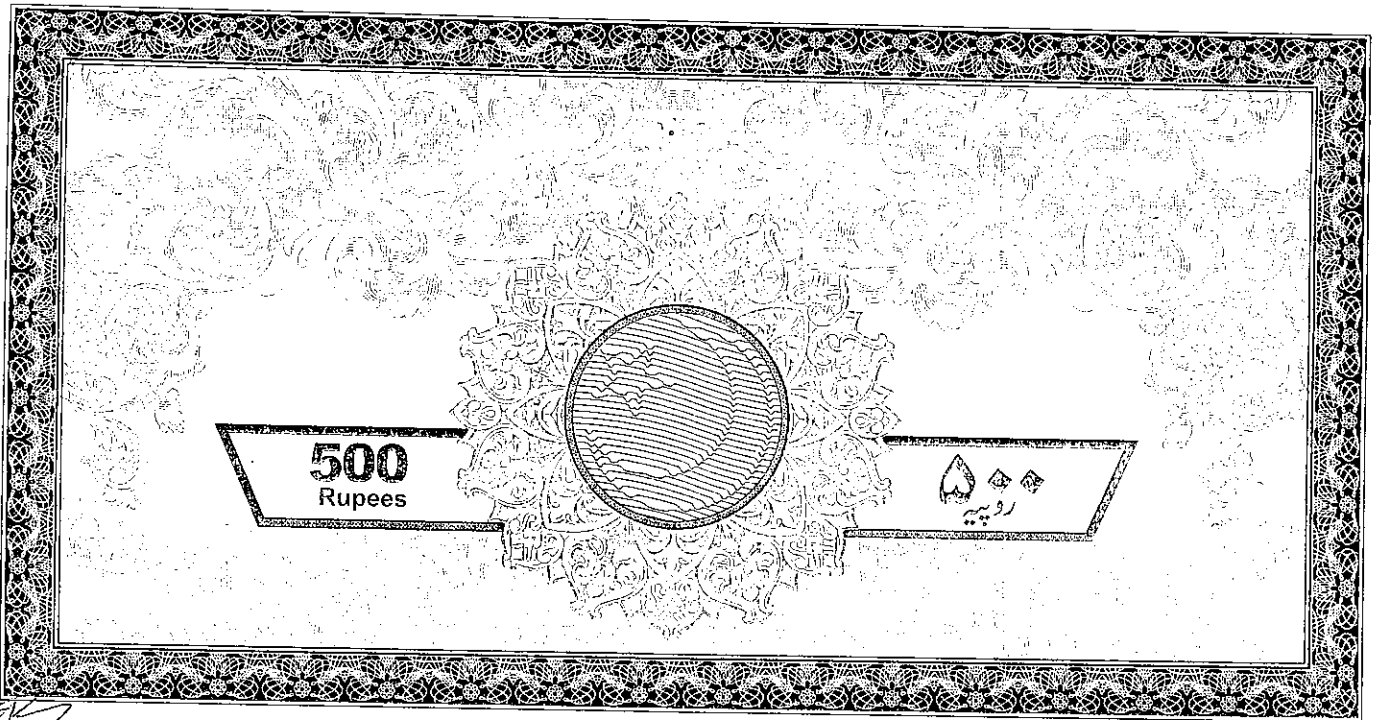
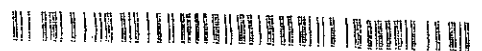
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section 3, Sample Forms, of the Bidding Document.

Dr. Zahoor Ahmed Baloch  
Program Manager

C.C:

FMS, NSP.





*M.A. Enterprises*  
(2)

3443 05 JUN 2016

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

SIGNATURE OF THE CONTRACTOR  
M/S M.A. ENTERPRISES  
HYDERABAD

NEC# 41201-0932263-5  
*Sajad Ali Bulwari*

PROGRAM MANAGER,  
NUTRITION SUPPORT PROGRAM, HEALTH  
DEPARTMENT, GOVERNMENT OF SINDH,  
KARACHI

**DR. ZAHOOR AHMED BALOCH**  
Programme Manager  
Nutrition Support Programme,  
Health Department Govt. of Sindh  
Karach

Signed, Sealed and Delivered in the presence of:

Witnesses # 1

1. *Rohel Shakhli*  
*s/o Muhammad*  
*Astam*

Witnesses # 2

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

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Nutrition Support Program
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of Goods
- 4) TENDER NUMBER INF/KRY-1947/18
- 5) BRIEF DESCRIPTION OF CONTRACT Procurement of various goods
- 6) FORUM THAT APPROVED THE SCHEME PC-1
- 7) TENDER ESTIMATED VALUE 13.25 million
- 8) ENGINEER'S ESTIMATE N/A  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) up to 20 weeks
- 10) TENDER OPENED ON (DATE & TIME) April 27, 2018 at 10:30 am
- 11) NUMBER OF TENDER DOCUMENTS SOLD Eight (AL Qavi Traders ,Mariya Printer Ma Enterprises Al -rehm  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Eight (8)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Seven (7)
- 14) BID EVALUATION REPORT Yes  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Ma Enterprises (Alamda Qasimabad hyderabad )
- 16) CONTRACT AWARD PRICE 402,000
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
Ma Enterorises  
Graphics Arts  
Al-Qavi Traders
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	T00696-17-0001
No	

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

Yes	The News 12/04/2018 / Sobh 12/04/2018/ Ummal 12/04/2018
No	

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
-------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------


37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer



**DR. ZAHOOR AHMED BALOCH**  
Programme Manager  
Nutrition Support Programme,  
Health Department Govt. of Sindh  
Karach

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
**Tele: 021-9205356; 021-9205369 & Fax: 021-9206291**

Print

Save

Reset

**List of Buyer**

<i>S. No</i>	<i>Bidders</i>
1	Mariyah Printer
2	AL-Qavi Traders
3	M.A Enterprises
4	Smart Logistics
5	Umair Transport Services
6	Zeenith Advertising
7	Al-Rehman Enterprises
8	Graphics Arts

FURNITURE LOT NO # 04

LOT NO #					
S.NO	DESCRIPTION	QUANTITY	COUNTRY OF ORIGIN	PRICE PER UNIT	TOTAL DDP PRICE
1	OFFICE CHAIRS JANERWOOD	22	Pakistan	65000	14,30,000
2	OFFICE TABLE R.P.M specification	05	=	50,000	25,00,000
03	VISITOR CHAIRS cushioned with back rest	18 <del>000</del>	=	6000	10,80,000

Total = 17,88,000/-

In words Seventeen hundred eighty eight thousand only.

*[Handwritten signature]*

Head Office:

Branch Office:





## Bid Form

Date : 27 April 2018  
IFB N<sup>o</sup>: HD/NSP/PRO-2018

To: *The Program Manager, NSP  
Health Department  
Government of Sindh,*

Gentlemen and/or Ladies:

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *Furniture* in conformity with the said bidding documents for the sum of *1,788,000* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **02%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of **Ninety days** from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

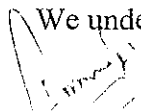
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

<u>None</u>	<u>None</u>	<u>None</u>
-------------	-------------	-------------

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

  
\_\_\_\_\_  
[signature]

INAYAT  
\_\_\_\_\_  
[Name]

Manager Marketing  
\_\_\_\_\_  
[Designation]

Duly authorized to sign Bid for and on behalf of: **M.A Enterprises**

**STATIONARY AND JANITORIAL ITEMS**  
**LOT NO: 05**

ITEM	DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	UNIT PRICE DDP	TOTAL PRICE DDP
1	pencil	Pakistan	5000	9	45,000
2	pencil holder stand steel	Pakistan	20	200	4,000
3	heavy duty two hole punch machine with liver (for 300 pages or more)	Pakistan	5	21000	105000
4	scissors medium steel	Pakistan	500	140	70,000
5	stapler pin remover / opener	Pakistan	50	100	5,000
6	tape for packing 2:(48mm x 60 yards) panda/ olampia or equivalent	Pakistan	100	100	10,000
7	tape for packing 3 panda / olampia or equivalent	Pakistan	100	140	14,000
8	cordless mouse	Pakistan	10	1200	12,000
9	mop with bucket (sample at annex-A	Pakistan	2	15000	30,000
10	key board	Pakistan	5	1200	6,000
11	ring file	Pakistan	200	140	28,000
12	cell AAA	Pakistan	50	500	25,000
13	cell AA	Pakistan	50	500	25,000
14	soap 115 gram lux or equivalent	Pakistan	50	80	4,000
15	dry mop with steel handle	Pakistan	20	800	16,000
16	morteen spray 600ml or equivalent	Pakistan	50	900	45,000
17	extension cable 8 socket imported	Pakistan	20	2000	40,000
18	folding charpai (refer to anex-A for the sample)	Pakistan	3	8000	24,000
19	multi sergace cleaner 1 liter dettol or equivalent	Pakistan	100	300	30,000
20	soap liquid 220 ml lifeboy or equivalent	Pakistan	100	300	30,000
21	1 TB external hard drive water proof	Pakistan	5	1,800	9,000
22	big empty box (holding up tp 80 kg)	Pakistan	50	2000	100,000
23	permant markers (red,blue,green)	Pakistan	200	50	10,000
24	erasable markers (red,blue,green)	Pakistan	250	50	12,500
25	box files plastic (imported good quantity)	Pakistan	300	220	66,000
26	spiral writing pads (with NSP logo four color)	Pakistan	5000	500	2,500,000
27	envelopeA4 size(with NSP logo and printed four colours)	Pakistan	5000	10	50,000
28	envelope letter size (with NSP logo and address printed four colours)	Pakistan	5000	8	40,000
29	leatherite bag best quility with NSP and GOS log (4 colour) refer to anex A for a sample	Pakistan	10	18000	180,000
30	key chain with NSP logo embossed refer to annex A sample	Pakistan	1000	150	150,000
31	paper shredder 12 sheets cross cut shredder LED display manual reverse mode and over load protection	Pakistan	5	25000	125000
32	executive file folder with NSP logo embossed (refer to annex A for a sample)	Pakistan	100	2000	200,000
33	harpic or equivalent (500ML)	Pakistan	50	300	15,000
34	calculator	China	5	1200	6000
35	stapler	China	100	500	50,000
36	stapler machine heavy duty	China	20	4,000	80,000
37	transparent plastic beg with tic button	Pakistan	5000	25	125,000
38	scotch tape medium or equivalent	Pakistan	100	70	7,000
39	walk clock bet quaility interior NSP and GOS logo with mention name NUTRITION SUPPORT PROGRAM with colour	Pakistan	50	1000	50,000
40	shapner	Pakistan	1000	8	8,000
41	paper cutter knife	China	100	25	2,500
42	highlighter all colours	Pakistan	100	50	5,000
43	vacum cleaner refer to annexA for the sample	Pakistan	1	20000	20,000
44	UHU patafix or equivalent (refer to annex A)	Pakistan	25	100	2,500
45	colored arts sheets (different colours) 27*21 inches	Pakistan	2000	40	80,000
<b>Fourty four lacs six one thousand five hundred</b>					<b>4461500</b>

Head Office:

Branch Office:

## Bid Form

Date : 27 April 2018

IFB N<sup>o</sup>: HD/NSP/PRO- 2018

To: *The Program Manager, NSP  
Health Department  
Government of Sindh,*

Gentlemen and/or Ladies:

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *Stationary and Janitorial Items* in conformity with the said bidding documents for the sum of **4,461,500** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **02%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of **Ninety days** from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>None</u>	<u>None</u>	<u>None</u>

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

  
\_\_\_\_\_  
[signature]

INAYAT  
\_\_\_\_\_  
[ Name]

Manager Marketing  
\_\_\_\_\_  
[Designation]

Duly authorized to sign Bid for and on behalf of: **M.A Enterprises**

## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

No.	Description	Quantity	Delivery Schedule in weeks from issuance of Purchase Order
1	Furniture -Chairs -Office Table -Visitor Chairs	22 5 18	8 weeks
2	Printing of Manuals, Curriculumms and forms	1,000,000 pages	4 weeks
3	MS Office Licenses	27	1 week
4	Camera	1	4 weeks
5	Stationary and Janitorial Items	--	4 weeks
6	Hiring of Transport Company	1	4 weeks
7	Holding of Workshops in Hotel	--	Repeat Activity
8	Development of M&E Software	1	14 weeks
9	Window Licenses	15	1 week

## Technical Specifications

No.	Description	Specifications
1	-Furniture (please check footnotes)	<p><b><u>Officer Chairs (19<sup>1</sup>):</u></b></p> <p>Mesh Back            Mesh Padded Seat            Height Adjustable Armrest            Adjustable Lumber Back Support            Nylon Base            Seat Sliding            Height and Angle Adjustable Mesh Padded Headrest            Torsion Bar Synchronized Tilting Mechanism            Height Adjustable (Gas Lift)            360 Rotation</p> <p><b><u>Officer Chairs (3)</u></b></p> <p>Back Tilt Mechanism with position lock            Height Adjustable (Gas Lift)            Headrest Cushion            Pillow            360 Rotation            Foot Rest            Lumber Back Support            Chromed Based</p> <p><b><u>Office Table with Side Racks<sup>2</sup></u></b></p> <p>Table size 5x3 made of wood (Shesham) 3 drawers (with locks) on one side and Drawer and cabinet on other side. side racks with keyboard tray. Polished as per instruction and approved color by procuring agency.</p> <p><b><u>Visitor Chairs<sup>3</sup></u></b></p> <p>Wooden chair (Sheesham duly polish) with arms, seat</p>

<sup>1</sup> Nine Chairs would be delivered in the District Health Offices of Badin, Jacobabad, Tharparker, Larkana, T.M. Khan, Kashmore, Qambar Shahdadkot, Umerkot and Sanghar. Bidders would incorporate transportation charges in their financial bid.

<sup>2</sup> Tables will be delivered in District Health Offices of Kashmore, Umerkot, Tharparker, Larkana and Qamabar Shahdadkot. Bidders would incorporate transportation charges in their financial bid.

<sup>3</sup> Two visitor chairs would be delivered in each of the District Health Offices of Badin, Jacobabad, Tharparker, Larkana, T.M. Khan, Kashmore, Qambar Shahdadkot, Umerkot and Sanghar. Bidders would incorporate transportation charges in their financial bid.

	and bade cushioned covered with cousin (Size seat height 18", high back 20" from seat width 20", depth 20" - 22") - black color.
--	--

### **5. Stationary and Janitorial Items**

S #	NAME OF ITEMS	Unit	Quantity
1.	Pencil	No.	5,000
2.	Pen Holder Stand Steel	No.	20
3.	Heavy Duty Two hole punch machine with Lever (for 300 pages or more)	No.	5
4.	Scissors Medium steel	No.	500
5.	Stapler Pin Remover / Opener	No.	50
6.	Tape for Packing 2"(48mmx60yards) PANDA / OLYMPIA or equivalent	No.	100
7.	Tape for Packing 3" PANDA / OLYMPIA or equivalent	No.	100
8.	Cordless Mouse	No.	10
9.	Mop with bucket (sample at annex-A)	No.	2
10.	Key Board	No.	5
11.	Ring File	No.	200
12.	Cell AAA	No.	50
13.	Cell AA	No.	50
14.	Soap 115 gram Lux or equivalent	No.	50
15.	Dry Mob with Steel Handle	No.	20
16.	Morteen Spray 600ml or equivalent	No.	50
17.	Extension Cable 8 Socket Imported	No.	20
18.	Folding Charpai (refer to Annex-A for the sample)	No.	3
19.	Multi-Surface Cleaner 1 liter Dettol or equivalent	No.	100
20.	Soap Liquid 220 ml Lifebuoy or equivalent	No.	100
21.	1 TB External Hard Drive water proof	No.	5
22.	Big empty boxes (holding up to 80 kg.)	No.	50
23.	Permanent Markers (Red, Black, Blue)	No.	200
24.	Erasable Markers (Red, Black, Blue, Green)	No.	250
25.	Box Files plastic (Imported good quality)	No.	300
26.	Spiral writing pads (with NSP logo four color)	No.	5,000
27.	Envelope A4 size (with NSP logo and address printed- four color)	No.	5,000
28.	Envelope Letter size (with NSP logo and address printed- four color)	No.	5,000

S #	NAME OF ITEMS	Unit	Quantity
29	Leatherite Bag best quality with NSP and GoS log (4 color) – refer to Annex-A for the sample	No.	10
30	Key chain with NSP logo embossed – refer to Annex-A for the sample	No.	1,000
31	Paper Shredder 12 Sheets Cross Cut Shredder, LED display, Manual reverse mode and Overload protection	No.	5
32	Executive File Folders with NSP logo embossed – refer to Annex-A for the sample	No.	100
33	Harpic or equivalent (500 ml)	No.	50
34	Calculator	No	5
35	Stapler	No	100
36	Stapler Machine Heavy Duty	No	20
37	Transparent plastic bag with Tic button	No	5000
38	Scotch Tape Medium or equivalent	No	100
39	Wall clock best Quality Interior NSP & GOS Logo With mention name NUTRITION SUPPORT PROGRAM With colour	No	50
40	Sharpener	No	1000
41	Paper Cutter Knife	No	100
42	Highlighter All Colours	No	100
43	Vacuum Cleaner refer to Annex-A for the sample	No	1
44	UHU Patafix or equivalent (refer to Annex-A)	No	25
45	Colored Art Sheet	No	2000

## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- (h) "The Procuring agency's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

### 2. Application

2.1 These General Conditions shall apply to the extent that they are



not superseded by provisions of other parts of the Contract.

**3. Country of Origin**

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

**4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information; Inspection and Audit by the Government**

5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of

the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance Security**
- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and

assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after

having been delivered, hence insurance coverage is sellers responsibility.

**12. Transportation**

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to

purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action

as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

**17. Prices**

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

**18. Change Orders**

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the

Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s)

specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination  
for Default**

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring



agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations 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.
- 26. Termination for Insolvency**
- 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
- 27. Termination for Convenience**
- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the

Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: NSP, Health Department, Government of Sindh

GCC 1.1 (h)—The Procuring agency's country is: Islamic Republic of Pakistan

GCC 1.1 (j)—The Project Site is: NSP Health Department, Government of Sindh, C 62, Block 2, Clifton, Karachi

### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 10 % in shape of unconditional & irrevocable Bank Guarantee as per the format provided as Form - 3 from any schedule Bank of Pakistan.

GCC 7.4— After delivery and acceptance of the supplies, the performance security of 10% shall be kept by the Procuring agency to cover the Supplier's warranty obligations (if applicable) in accordance with Clause GCC 15.2. The Bank Guarantee against performance security will be released upon expiry of the Warranty Period.

**4. Inspections and Tests (GCC Clause 8)**

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Final acceptance shall be given after the QC of the equipment.

**5. Packing (GCC Clause 9)**

GCC 9.2—The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

**6. Delivery and Documents (GCC Clause 10)**

*Not Applicable*

**7. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

**8. Incidental Services (GCC Clause 13)**

CC 13.1 – Incidental services to be provided are: -

- (i) Installation (if any)
- (ii) Operational including emergency and routine maintenance training to Procuring agency's staff.

**9. Spare Parts (GCC Clause 14)**

*Not Applicable*

**10. Warranty (GCC Clause 15)**

GCC 15.2—In partial modification of the provisions, the warranty period of the supplied Hardware shall the one year from date of acceptance of the supplies. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the

Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

**or**

- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week up-to maximum 10 % of the total price.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is 15 (fifteen) days.

#### **11. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Pak. Rupees. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed. Part payment on part supply may be allowed.

Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.

#### **12. Prices (GCC Clause 17)**

GCC 17.1—Prices submitted by the vendor shall be considered final and will not be subject to any variation at any stage of bidding and/or supply & installation.

#### **13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate:

Maximum deduction: 1% per day upto 15% of the maximum

#### **14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

#### **15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**

**17. Notices (GCC Clause 31)**

GCC 31.1—Procuring agency's address for notice purposes:

NSP Health Department, Government of Sindh,  
C 62, Block 2,  
Clifton, Karachi

—Supplier's: MA Enterprises  
House No A-28/1 State life Colony  
Near Alamdar Chowk Qasimabad Karachi



NUTRITION SUPPORT PROGRAMME  
HEALTH DEPARTMENT  
GOVERNMENT OF SINDH

June 04, 2018

To,

M/s, Ma Enterprises  
House No, A-28/1, State Life Colony  
Near Alamdar Chowk  
Qasimabad , Hyderabad  
Ph: 0300-3029745

Subject: **NOTIFICATION OF AWARD.**

This is to notify you that your Bid dated April 27, 2018 for Procurement of Stationery & Janitorial items, and Furniture for the Accepted Contract Amount of Rs. 44,000 (Rupees Forty four thousand only) and Rs.358,000 (Rupees Three Hundred Fifty Eight Thousand only) respectively, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section 3, Sample Forms, of the Bidding Document.

**Dr. Zahoor Ahmed Baloch**  
Program Manager

C.C:

FMS, NSP.