## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

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## CONTRACT EVALUATION FORM

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

1)	NAME	OF THE ORGANIZATION / DEPTT.	Sindh Technical Education & Vocational	Training Authority		
2)		NCIAL / LOCAL GOVT./ OTHER	Authority under the administrative control	ol of Sindh Govt.		
3)		OF CONTRACT	Equipment & Furniture for Chinese Lang	24 - 18		
4)		R NUMBER	STEVTA/Pro/Chinese/Equip/Fur/6(6)/20	17		
5)		DESCRIPTION OF CONTRACT	Equipment & Furniture for Seven institut	es of STEVTA.		
6)	FORUN	1 THAT APPROVED THE SCHEME	STEVTA.			
7)	TENDE	R ESTIMATED VALUE	Rs. 15.00 Million.			
8)		EER'S ESTIMATE il works only)	Not Applicable	<u>.</u>		
9)	ESTIM	ATED COMPLETION PERIOD (AS PI	ER CONTRACT) 90 days			
10)		R OPENED ON (DATE & TIME)	22.09.2017 (Technical Proposal), 03.10.	2017 (Financial Pro		
1)		ER OF TENDER DOCUMENTS SOLD list of buyers)	) Ten (10)			
12)	NUMB	ER OF BIDS RECEIVED	Seven (07)			
13)	NUMB	ABER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Six (06)				
	(Enclose	ALUATION REPORT	Hoisted on SPPRA website on 10.11.20			
15)	NAME	AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s. USS Entrp: Karachi	a so warketing Hy		
16)	CONTR	RACT AWARD PRICE	Pack-I Rs. 12/529,585/- & Pack-I/ Rs.1,8	38,340,/-, respectiv		
17)	RANKI (i.e. 1 <sup>st</sup> ,	NG OF SUCCESSFUL BIDDER IN EV 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	ACCEPted being 1st Lowest in relevant	package.		
18)	METHO	DD OF PROCUREMENT USED : - (Tid	sk one)			
	a)	SINGLE STAGE - ONE ENVELOPE	PROCEDURE	Domestic/ Local		
	b)	SINGLE STAGE – TWO ENVELOPE	PROCEDURE	National		
	c)	TWO STAGE BIDDING PROCEDUR	E N/A			
	d)	TWO STAGE – TWO ENVELOPE BI	DDING PROCEDURE			
		PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING		AS ADOPTED		

19)	APPROVING AUTHORITY FOR AWARD OF	CONTRACT	
20)	WHETHER THE PROCUREMENT WAS INCLU	JDED IN ANNUAL PROCUF	REMENT PLAN?
		Ye	es 🖌 No
21)	ADVERTISEMENT :	·	
	<ul> <li>SPPRA Website</li> <li>(If yes, give date and SPPRA Identification</li> </ul>	Yes 29.08.2017.	
	(if yes, give date and Si Tree Identifican	No	
	ii) News Papers (If yes, give names of newspapers and da	tes) Yes Daily Dawn, Jan	g, Kawish on 30.08.2017
		No	
22)	NATURE OF CONTRACT	Dame Loc	
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOO	UMENTS?	
	(If yes, enclose a copy)	Ye	s 🗸 No
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOG (If yes, enclose a copy)	CUMENTS? Ye	s 🗸 No
	WHETHER APPROVAL OF COMPETENT AU METHOD OTHER THAN OPEN COMPETITIV	E BIDDING?	
26)	WAS BID SECURITY OBTAINED FROM ALL	THE BIDDERS?	es 🖌 No
27)	WHETHER THE SUCCESSFUL BID WAS LOW BID / BEST EVALUATED BID (in case of Const		es 🖌 No
28)	WHETHER THE SUCCESSFUL BIDDER WAS COMPLIANT?	TECHNICALLY	es 🖌 No
29)	WHETHER NAMES OF THE BIDDERS AND THE TIME OF OPENING OF BIDS?	THEIR QUOTED PRICES W	
30)	WHETHER EVALUATION REPORT GIVE CONTRACT? (Attach copy of the bid evaluation report)	N TO BIDDERS BEFORE	THE AWARD O

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3	1) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
		No	No.
3:	2) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN T	HE TH	ENDER NOTICE / DOCUMENTS
	(If yes, give details)	Yes	
		No	No.
3:	3) WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes	N/A
		No	N/A
3.	4) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes	
		No	No.
	5) WAS IT ASSURED BY THE PROCURING AGENCY T BLACK LISTED?		Yes 🗸 No
31	5) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF WISIT (If yes, enclose a copy)	PROCI	UREMENT? IF SO, DETAILS TO
3'	7) WERE PROPER SAFEGUARDS PROVIDED ON MOBI THE CONTRACT (BANK GUARANTEE ETC.)?	LIZA	Yes No
31	8) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
3	S	No	No.
Signa Au	ture & Official Stamp of (A. HAFEEZ ABRO) athorized Officer <u>Director (Procurement)</u> Sindh TEVTA		
FOR OFF	ICE USE ONLY		

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## LIST OF BIDDERS WHO PURCHASE THE BIDDING DOCUMENTS PROCUREMENT OF MACHINERY/EQUIPMENT AND FURNITURE FIXTURE FOR CHINESE LANGUAGE PROJECT AT STEVTA INSTITUTIONS

ALC:

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Sr. No.	Name of Firms
1	M/s. Rais Enterprises, Lahore.
2	M/s. Al-Waqas Associate, Lahore.
3	M/s. M.F. Brothers & Co., Karachi.
4	M/s. SF Incorporated, Karachi.
5	M/s. Nazir Enterprises, Karachi.
6	M/s. USS Enterprises, Karachi.
7	M/s. SS Marketing & Advertising Co., Hyderabad.
8	M/s. A.J. Enterprises, Karachi.
9	M/s. Javaid Trading Corporation, Karachi.
10	M/s. Majid Malik Govt. Contractor & General Order Supplier, Karachi

Employment through Skill



## Sindh Technical Education & Vocational Training Authority (STEVTA) ST-19, Block-6, Near N.I.P.A., University Road, Gulshan-e-Iqbal, Karachi. Tel: 021-9243894



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## **BID EVALUATION REPORT**

| 1)  | Name of Procuring Agency:                | Sindh Technical Education & Vocational Training Authority (STEVTA), Government of Sindh Karachi.                                                                                                        |
|-----|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2)  | Tender Reference No.                     | STEVTA/Pro/Chinese/Equip/Fur/6(6)/2017.                                                                                                                                                                 |
| 3)  | Tender Description/Name<br>of work/item: | Procurement of Machinery/Equipment & Furniture/<br>Fixtures for Chinese Language Project for Sindh TEVTA<br>Institutions.                                                                               |
| 4)  | Method of Procuring:                     | Single Stage – Two Envelopes.                                                                                                                                                                           |
| 5)  | Tendor published:                        | Tender notice hoisted on the website of SPPRA vide Sr.No.<br>34292 on 28.08.2017 and published in the News Paper<br>Daily Dawn (English) Daily Jang (Urdu) & Daily Kawish<br>(Sindhi) dated 30.08.2017. |
| 6)  | Total Bids Documents Sold:               | Ten (10).                                                                                                                                                                                               |
| 7)  | Total Bids Received:                     | Seven (07).                                                                                                                                                                                             |
| 8)  | Technical Bids Opening<br>Date:          | 22.09.2017.                                                                                                                                                                                             |
| 9)  | No. of Bids Technically<br>Qualified:    | Four (04).                                                                                                                                                                                              |
| 10) | No. of Bids Rejected:                    | Three (03).                                                                                                                                                                                             |
| 11) | Financial Bid Opening Date:              | 03.10.2017.                                                                                                                                                                                             |

## **Bid Evaluation Report**

| -Article<br># | Article Description                     | Name of Bidding<br>Firm                                  | Quoted Rate<br>(PKR) | Ranking<br>in Terms<br>of Cost | Reason for<br>Acceptance/Rejection<br>(Remarks)         |
|---------------|-----------------------------------------|----------------------------------------------------------|----------------------|--------------------------------|---------------------------------------------------------|
| 1)            | Package-I :-<br>Machinery/<br>Equipment | M/s. USS<br>Enterprises,<br>Karachi                      | 12,529,585/-         | 1st Lowest                     | Approved, & accepted<br>being lowest<br>Responsive Bid. |
|               |                                         | M/s. S.S. Marketing<br>& Advertizing<br>Company, Karachi | 12,780,820/-         | 2 <sup>nd</sup> Lowest         |                                                         |
|               | 2                                       | M/s. Al-Waqas<br>Associates, Lahore                      | 15,862,250/-         | 3 <sup>rd</sup> Lowest         |                                                         |

| C | Article<br># | Article Description                 | Name of Bidding<br>Firm                                  | Quoted Rate<br>(PKR) | Ranking<br>in Terms<br>of Cost | Reason for<br>Acceptance/Rejection<br>(Remarks)         |
|---|--------------|-------------------------------------|----------------------------------------------------------|----------------------|--------------------------------|---------------------------------------------------------|
|   | 2)           | Package-II :-<br>Furniture/Fixtures | M/s. S.S. Marketing<br>& Advertizing<br>Company, Karachi | 1,838,340/-          | 1st Lowest                     | Approved, & accepted<br>being lowest<br>Responsive Bid. |
|   |              |                                     | M/s. Jawed Trading<br>Corporation,<br>Karachi.           | 2,133,250/-          | 2 <sup>nd</sup> Lowest         |                                                         |
|   |              |                                     | M/s. USS<br>Enterprises,<br>Karachi                      | 2,270,408/-          | 3 <sup>rd</sup> Lowest         |                                                         |
|   | ;            |                                     | M/s. Al-Waqas<br>Associates, Lahore                      | 4,480,000/-          | 4 <sup>th</sup> Lowest         |                                                         |

Following members of Procurement Committee after due consideration have recommended to accept the Package-wise lowest best evaluated bids; of M/s. USS Enterprises, Karachi in amount of Rs. 12,529,585/- for Package-I and of M/s. S.S. Marketing & Advertising Company, Hyderabad, in amount of Rs. 1,838,340/- for Package-II.

| <b>Committee Members</b>                                                                      | Signature        | Compatitee Members                                                                                        | Signature |
|-----------------------------------------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------|-----------|
| ( ZULFIQUAR ALI JATOI )<br>Deputy Director (Services-III)/<br>Member                          | Lut j.           | (ARBAB ALI THAHEEM )<br>Deputy Controller of Examination<br>Sindh Board of Technical Education/<br>Member |           |
| ( MUSARRAT MOKHTAR )<br>Deputy Director<br>Industries Department<br>Govt. of Sindh/<br>Member | H                | ( A. HAFFEZ ABRO )<br>Director (Procurement) STEVTA/<br>Member/Secretary                                  |           |
| ( Engr. Liaquat Ali Jamaro )<br>Director (A&T) STEVTA/<br>Convener                            | All and a second |                                                                                                           |           |

Sindh Technical Education Concertional Training Authority (SelfVTA)

### PROCUREMENT OF MACHINERY/EQUIPMENT & FURNITURE FIXTURE FOR CHINESE LANGUAGE PROJECT AT SINDH TEVTA INSTITUTIONS **BIDS EVALUATION STATEMENT (Technical Specifications)**

|            |                                                                                                                                       |                                     |                                      |                                        | Name of Firm                         | S                                                          |                                       | 1.1.2.2.1                                     |
|------------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------|----------------------------------------|--------------------------------------|------------------------------------------------------------|---------------------------------------|-----------------------------------------------|
| Sr.<br>No. | Name of Article                                                                                                                       | M/s. Al-Waqas<br>Associates, Lahore | M/s. SF<br>Incorporated,<br>Karachi. | M/s. Nazir<br>Enterprises,<br>Karachi. | M/s. USS<br>Enterprises,<br>Karachi. | M/s. S.S.<br>Marketing &<br>Advertising Co.,<br>Hyderabad. | M/s. A.J.<br>Enterprises,<br>Karachi. | M/s. Jawed Tradin<br>Corporation,<br>Karachi. |
| A)         | Qualification Requirements:                                                                                                           |                                     |                                      |                                        | 1.80                                 |                                                            |                                       |                                               |
| - 1        | Business Experience of at least 05 years in supply of<br>Machinery/Equipment & Furniture & Fixture or Similar Type<br>of Goods/Store. | OK                                  | OK                                   | OK                                     | OK -                                 | OK                                                         | OK                                    | OK                                            |
| 2          | NTN & Sales Tax Registration (Copies of Certificate be attached).                                                                     | OK                                  | OK                                   | OK                                     | OK                                   | OK                                                         | OK                                    | OK                                            |
| 3          | Quoted Articles Brouchers/Drawing/Specification.                                                                                      | OK                                  | OK                                   | Not Provided.                          | OK                                   | OK                                                         | OK                                    | OK                                            |
| 4          | Annual Turn Over of at-least Rs.100.00 Million during last 03 years.                                                                  | OK                                  | Less then 100.00<br>Million          | Not Provided.                          | OK                                   | OK                                                         | OK                                    | OK                                            |
| 5          | After Sales Service Capability.                                                                                                       | OK                                  | Not Provided                         | Not Provided.                          | OK                                   | OK                                                         | Not Provided.                         | OK                                            |
| 6          | Affidavit of firm that it is not blacklisted.                                                                                         | OK                                  | Old Photo Copies<br>Provided         | OK                                     | OK                                   | OK                                                         | OK                                    | OK                                            |
| 7          | Annual Income Tax Return for last three years.                                                                                        | OK                                  | OK                                   | OK                                     | OK                                   | 0K                                                         | OK                                    | OK                                            |
| 8          | Copies of 03 Contracts of a least Rs.10.00 Million in last 03<br>Years of Similar Articles in relevant Package.                       | OK                                  | Not Provided                         | Not Provided.                          | OK                                   | 0K                                                         | Not Provided.                         | OK                                            |
| 9          | Bidders are required to prøvide sample of quoted articles in<br>respect of Package-II.                                                |                                     |                                      | 4                                      |                                      |                                                            |                                       | -                                             |
|            |                                                                                                                                       | Responsive                          | Non-Responsive                       | Non-Responsive                         | Responsive                           | Responsive                                                 | Non-Responsive                        | Responsive                                    |

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Page 1 of 1

| Procurement<br>Title₄ • | Department                                                                       | Advertise<br>Date      | Closing<br>Date. •         | Tender<br>Notice<br>• |
|-------------------------|----------------------------------------------------------------------------------|------------------------|----------------------------|-----------------------|
| Records per pag         | ge Columns Fil                                                                   | ter                    |                            |                       |
| KARACHI                 | NED University of<br>Engineering &<br>Technology                                 | 2017-08-29<br>00:00:00 | 2017-09-<br>14<br>23:59:59 | •                     |
| SUKKUR                  | Works & Services Dept.<br>Executive Engineer<br>Building Division                | 2017-08-29<br>00:00:00 | 2017-09-<br>18<br>23:59:59 | •                     |
| KARACHI                 | Sindh Technical<br>Education & Vocational<br>Training Authority<br>(STEVTA)      | 2017-08-29<br>00:00:00 | 2017-09-<br>22<br>23:59:59 | •                     |
| NO-I<br>KARACHI         | Works & Services Dept.<br>Executive Engineer<br>Provincial Buildings<br>Division | 2017-08-29<br>00:00:00 | 2017-09-<br>14<br>23:59:59 | •                     |
| KARACHI<br>SINDH        | Home Dept. Inspector<br>General of Prisons Sindh                                 | 2017-08-29<br>00:00:00 | 2017-08-<br>18<br>23:59:59 | •                     |
| Matiari                 | Works & Services Dept.<br>Executive Engineer<br>Building Division                | 2017-08-29<br>00:00:00 | 2017-09-<br>13<br>23:59:59 | •                     |

Active Tenders List

| D.1.1 | 13    | A CONTRACTOR OF | 13    | 1.4.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1 |
|-------|-------|-----------------------------------------------------------------------------------------------------------------|-------|-----------------------------------------|
| 141/1 | H-170 | lighton                                                                                                         | 12000 | PTO:                                    |
| DIU   | Lva   | luation                                                                                                         | Rebu  | 112                                     |
|       |       |                                                                                                                 |       |                                         |

| S No                                | EV. ID 🗸 🔻 | Evaluation Report Title 🖌 🗸                              | Description 🔺 🔻                                                                                                 | Report<br>Date 🖌 🗸               | Down<br>• |
|-------------------------------------|------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------|-----------|
| un an a cuine a cuine ann ann ann a |            |                                                          |                                                                                                                 | Γ                                |           |
| Records pe                          | r page     | Columns CSV Export Excel Export Filter                   |                                                                                                                 |                                  |           |
| 12290                               | 2720/2017  | CULTURE TOURISM &<br>ANTIQUITIES DEPARTMENT              |                                                                                                                 | 10 November<br>2017              | •         |
| 12289                               | 2719/2017  | SBBU of VETERINARY AND<br>ANIMAL SCIENCES SBA<br>SAKRAND |                                                                                                                 | 10 November <sup>-</sup><br>2017 | •         |
| 12288                               | 2718/2017  | BOARD OF INTERMEDIATE &<br>SECONDARY EDUCATION<br>SUKKUR |                                                                                                                 | 10 November<br>2017              | •         |
| 12287                               | 2717/2017  | JINNAH SINDH MEDICAL<br>UNIVERSITY KARACHI               |                                                                                                                 | 10 November<br>2017              | 0         |
| 12286                               | 2716/2017  | SINDH AGRICULTURE<br>UNIVERSITY TANDOJAM                 |                                                                                                                 | 10 November<br>2017              | •         |
| 12285                               | 2715/2017  | LIAQUAT UNIVERSITY<br>HOSPITAL JAMSHORO                  |                                                                                                                 | 10 November<br>2017              | •         |
| 12284                               | 2714/2017  | UNIVERSITY OF KARACHI ICCBS                              |                                                                                                                 | 10 November<br>2017              | •         |
| 12283                               | 2713/2017  | CIVIL HOSPITAL KARACHI                                   | -1-<br>-                                                                                                        | 10 November<br>2017              | •         |
| 12282                               | 2712/2017  | LIAQUAT UNIVERSĪTY<br>HOSPITAL JAMSHORO                  |                                                                                                                 | 10 November<br>2017              | •         |
| 12281                               | .2711/2017 | LIAQUAT UNIVERSITY<br>HOSPITAL JAMSHORO                  |                                                                                                                 | 10 November<br>2017              | 0         |
| 12280                               | 2710/2017  | EXECUTIVE ENGINEER<br>HIGHWAY DIVISION MATIARI           |                                                                                                                 | 10 November<br>2017              | •         |
| 12279                               | 2709/2017  | DHO EAST KARACHI                                         | See Le rector de la constant de la c | 10 November<br>2017              | •         |
| 12278                               | 2708/2017  | STEVTA KARACHI                                           |                                                                                                                 | 10 November<br>2017              | •         |

Equipment / Fussilitie for Churcise Longuege Lobs:

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Sindh Technical Education & Vocational Training Authority (STEVTA) St-19, Block-6, Gulshan-e-Iqbal, Karachi.



No. STEVTA/Pro/Chinese/Equip/Fur/6(6)/2017/

Karachi, Dated \_\_\_\_\_ Dec, 2017.

# **Contract Agreement Document**

## Procurement of Machinery/Equipment and Furniture Fixture for Chinese Language Project at STEVTA Institutions (Package-I)

| Tender No:                | No. STEVTA/Pro/Chinese/Equip/Fur/6(6)/2017                                                                    |
|---------------------------|---------------------------------------------------------------------------------------------------------------|
| Title of Bid:             | Procurement of Machinery/Equipment and Furniture Fixture for Chinese Language Project at STEVTA Institutions. |
| No. Of Consignees:        | As per details at Part-II Section (VI) (Page- 37).                                                            |
| Date of Contract:         | 19 .12.2017.                                                                                                  |
| Date of Completion:       | Ninety (90) Days.                                                                                             |
| Name of Contracting Firm: | M/s. USS Enterprises, Office No. 102, Ellahi Centre, Regal<br>Chowk, Saddar Karachi.                          |

THIS AGREEMENT is made the  $\underline{19}$  day of  $\underline{DEC}$  2017 between Sindh Technical Educational Authority (STEVTA) of Karachi, Pakistan (hereinafter called "the Purchaser" of the part.

AND

**Contract Agreemen** 

M/s. USS Enterprises, Office No. 102, Ellahi Centre, Regal Chowk, Saddar, Karachi, Pakistan, hereinafter AKISTAN called "the Supplier") of the other part.

SEF

TITLE

PAKISTAN

ADHESIVE

TENDENT OF STREET

TITLE STATE

PAKISTAN

Thur

PAKISTAN

SPECTAL

AKISTAN

WHEREAS the purchaser invited bids for certain goods and ancillary services, viz: supply of Machinery/Equipment & Furniture Fixture for Chinese Language Project at Sindh TEVTA Institutions. (Package-I) for 07 institutes selected under STEVTA and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs.12,529,585/- (Rupees Twelve Million, Five hundred Twenty-Nine Thousand, Five hundred and Eighty-Five only) (hereinafter called "Contract Price").

#### NOW THIS AGREEMENT WITNESS AS FOLLOWS:-

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Rupees

 In this Agreement, words and expression shall have the same meaning 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 construed as part of this Agreement, viz:

\*

- a) The Bid Form and 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 Purchaser's Notification of Award.
- g) The Integrity Pact.

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

4. The Purchaser 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 contract at the times and in the manner prescribed by the executed in accordance with their respective laws the day and year first above written.

(Signature for Purchaser)

( A. HAFEEZ ABRO

VTA

(Signature of Supplier)

(Designation/Stamp)

Signed, Sealed and Delivered by the said in the presence of

Ecce

(Signature of witness)

Name: KAMAL SAEED

(Signature of witness) Name: Abd.ul 432034052734-9;



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## **Financial Proposal**

#### Package 1

| S.NO | S.NO As per Specification                                       |     | Unit Including all Taxes | Total Price all Taxes |  |
|------|-----------------------------------------------------------------|-----|--------------------------|-----------------------|--|
| 1    | Electrical Generator<br>SA-12000 Divin Dynmer<br>Gas Online     | 07  | Rs.418,489/-             | Rs.2,929,423/-        |  |
| 2    | 2 Split Air Conditioner<br>Haier HSU-24hnf-DC-G                 |     | Rs.111,610/-             | Rs.781,270/-          |  |
| 3    | Multimedia Projector with<br>wall Mounted Screen<br>Optoma X341 | 06  | Rs.69,932/-              | Rs.419,592/-          |  |
| 4    | Desktop Computer<br>Lenovo ThinkCenter M900                     | 130 | Rs.64,610/-              | Rs.8,399,300/-        |  |
|      | L                                                               |     | Total Amount             | Rs.12,529,585/-       |  |

#### Package2

| S.NO As per Specification  |                                                                               | As per Specification Qty                                                       |                                                                                                              | pecification Qty Unit Including all Taxes |  |
|----------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------|--|
| Class Room Tablet<br>Chair | 140                                                                           | Rs.3,900/-                                                                     | Rs.546,000/-                                                                                                 |                                           |  |
| Computer Revolving Chair   | 140                                                                           | Rs.4,900/-                                                                     | Rs.686,000/-                                                                                                 |                                           |  |
| 3 Computer Desk/Table      |                                                                               | Rs.7,064/-                                                                     | Rs.988,960/-                                                                                                 |                                           |  |
| 4 White Board              |                                                                               | Rs.7,064/-                                                                     | Rs.49,448/-                                                                                                  |                                           |  |
|                            | Class Room Tablet<br>Chair<br>Computer Revolving Chair<br>Computer Desk/Table | Class Room Tablet<br>Chair140Computer Revolving Chair140Computer Desk/Table140 | Class Room Tablet<br>Chair140Rs.3,900/-Computer Revolving Chair140Rs.4,900/-Computer Desk/Table140Rs.7,064/- |                                           |  |

**Total Amount** 

Rs.2,270,408/-

3/10/17

3.10

Package 1 Amount: Rs.12,529,585/-Package 2 Amount: Rs.2,270,408/-

**Total Amount** Rs.14,799,993/-

3/10/17

### Universal Systematic Solution

Address: Office # 102,Ellahi Center Regal,Chowk Saddar, Karachi, Sindh. Hyderabad Branch: Office # 04,Burj Al-Mehran Near Shell Pump,Thandi Sarak. +92-22-2730118 +92-335-0022660

## Financial Proposal Price Schedule

| Item<br>No.     | Description                                       | Country of Origin<br>Make/Model                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Quantity | Unit Price Total Price<br>(in PKR) (in PKR) |
|-----------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------|
| - Decisioner de | PACKAGE-I :-                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                                             |
| 1               | Electric Generator.                               | 418489-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 07       | 2929423-                                    |
| 2               | Split Air Conditioner.                            | 111,610-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 07       | 781270-                                     |
| 3               | Multimedia Projector with Wall<br>Mounted Screen. | 69.932 -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 06       | 419592-                                     |
| 4               | Desktop Computer.                                 | 64 610-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 130      | 8,399300-                                   |
|                 | Total (Package-I):-                               | , - , <u>,</u> - , -, -, -, -, -, -, -, -, -, -, -, -, |          | 12529,585                                   |
|                 | PACKAGE-II :-                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                                             |
| 1               | Class Room Tablet Chair.                          | 3900-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 140      | 546000                                      |
| 2               | Computer Revolving Chair.                         | 4900-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 140      | 686000.                                     |
| 3               | Computer Desk/Table.                              | 7064-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 140      | 988 960-                                    |
| 4               | White Board.                                      | Toth-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 07       | 49448-                                      |
|                 | Total (Package-II) :-                             | have a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          | 2270,408-                                   |
|                 | Grand Total :-                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          | 14,799,993-                                 |

- 1. The rates and discounts quoted for the items mentioned above shall be valid for 90 days from the date of opening of tender.
- 2. The items should be delivered at specified consignees at risk and cost of contracting firm.
- The payment shall be subject to deduction of Income/Sales Tax at source, inspection and production of delivery challans as being delivered the stores in full quantity & quality.
- The rates quoted in this schedule are inclusive of all the applicable taxes and written against each item with fountain pen in figures and words without any cutting/error.
- 5. In case of discrepancy between unit price and total, the unit price shall prevail.

Dated:



| Signature:                               |
|------------------------------------------|
| Name: Malanund Kaunch                    |
| Address: »102 Ellehi Cantre Reg of Chark |
| Saddar Karachi I                         |
| CNIC #                                   |



## Supply Requirement

| Item<br># | Name of Article          | GIBCE Malir<br>Karachi | GIBCE Sukkur | GIBCE<br>Nawabshah | GIBCE Sehwan<br>Sharif | GIBCE Latifabad<br>Hyderabad | GIBCE Larkana | GIBCE Khairpur | Total |
|-----------|--------------------------|------------------------|--------------|--------------------|------------------------|------------------------------|---------------|----------------|-------|
|           | Package-I Machinery Ec   | luipment               | :-           |                    |                        |                              |               |                | 4     |
| 1         | Multimedia Projector.    | -                      | 01           | 01                 | 01                     | 01                           | 01            | 01             | 06    |
| 2         | Desktop Computers.       | 20                     | 20           | 20                 | 20                     | 20                           | 20            | 10             | 130   |
| 3         | Generator.               | 01                     | 01           | 01                 | 01                     | 01                           | 01            | 01             | 07    |
| 4         | Split Air Conditioner.   | 01                     | 01           | 01                 | 01                     | 01                           | 01            | 01             | 07    |
|           | Package-II Furniture &   | Fixture:-              | •            |                    |                        |                              |               |                |       |
| 1         | Class Room/Tablet Chair. | 20                     | 20           | 20                 | 20                     | 20                           | 20            | 20             | 140   |
| 2         | Computer Chair.          | 20                     | 20           | 20                 | 20                     | 20                           | 20            | 20             | 140   |
| 3         | Computer Desk.           | 20                     | 20           | 20                 | 20                     | 20                           | 20            | 20             | 140   |
| 4         | White Board.             | 01                     | 01           | 01                 | 01                     | 01                           | 01            | 01             | 07    |

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## Section-VIII

## Technical Specifications & Supply Requirement

| Sr    | Name of Article                                      | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Quantity |
|-------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| ( Las | PACKAGE-I :-                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |
| 1     | Electric Generator.                                  | 10 KVA with Gas Kit, well known brand with 15 years Generator Engine<br>sets to be supplied under this contract as per following specification.<br><b>Rated Power</b> (KW/r (min): 12.0/3000, <b>Rated Frequency:</b> Hz maximum<br>out put: 9.5 KVA, <b>Rated Voltage (V):</b> 115/230, <b>Rated Current (A):</b><br>36.9 Air Cool Automatic unleaded gasoline. Lube Capacity 1.3 Ltr. Self<br>excitation and constant voltage (AVR), Noise level 77db (A) Warranty/<br>Service: Complete warranty with engine and parts for period of 01 year at<br>site. (Quoted Price must include cost of delivery, transportation and<br>installation and cabling etc. including placement of Generator at Cemented<br>platform).                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 07       |
| 2.    | Split Air Conditioner.                               | <ul> <li>2 Ton Split, inverter Fixed Frequency,<br/>Cooling Capacity(BTU) 24000 BTU,<br/>Air Circulation (m<sup>3</sup>/h) 820,<br/>Power Input(W)-Cooling 2376,<br/>Running Current(A)-Cooling 10.8,<br/>Power Supply Ph/V/Hz) 1,220,50,<br/>EER 2.57, COP 2.73,<br/>Compressor European / American with 3 years warranty<br/>Refrigerant R22, Refrigerant pipe: Pure Grooved Copper<br/>FEATURES<br/>powerful cooling<br/>work up to 52 °C(T3 condition)auto restart<br/>concealed LED displaychild lock<br/>easy clean(indoor) Intelligent airflow<br/>super quiet modeevaporator self-cleaning.<br/>(Quoted price must include cost of delivery, transportation and<br/>installation including switches, pipes and cabling etc.)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 07       |
| 3     | Multimedia Projector<br>with Wall Mounted<br>Screen. | Display Resolution 1024 x 768 Lens Digital Zoom: 0.8X - 2.0XSize30<br>- 300 inch Throw Distance 1.0m - 8.0m Throw Ratio 1.86 - 2.04 Lamp<br>190W Brightness 3300 ANSI Lumens Contrast Ratio22,000: 1<br>(Dynamic Eco mode) Keystone Correction Vertical: +4040, Manual<br>Aspect Ratio4:3 Color Depth107 billion Colors (30 bits per<br>color)Optical Off Set100% +/- 5% Audio Speakers 2W cube x 1<br>Input Signal Video NTSC: NTSC M (3.58 MHz), 4.43 MHz PAL: PaL (B,<br>D,G, H, I, M, N, 60) SECAM: SECAM (B, D, G, K, K1, L)SD: 480i and 576i<br>ED: 480p and 576p HD: 720p, 1080i, 1080pFrequencyFh: 15 -102KHz;<br>Fv: 23 - 120HzCompatibilityPC1024 x 768@60Hz(native) Mac 1024 x<br>768@60Hz (native)Connector RGB Input VGA Input x2 RGB Output<br>VGA output x1 Composite Video RCA-1 x1 S Video Mini-Din 4 pin<br>(x1)Component Video Share with VGA x2Digital HDMI 1.4 x<br>1Audio3.5mm Mini-Mono Jack (x1)USB Mini USB x1PowerVoltage100<br>- 240vac 50/60 Hz (Auto switching) Consumption265 w<br>Max.)Operating ConditionTemperature0- 40 C /32 04 FHumidity10<br>- 90%, Non - Condensation<br>DimensionPhysical316mm (width) x 103.7mm (height) x<br>228mm(depth)Weight Net2.2 kg | 06       |

| Sr.<br># | Name of Article   | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Quantity |
|----------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 4        | Desktop Computer. | Mother Board: Chipset Intel Q170.<br>Processor: Intel Core i5-6500.<br>Memory: 04 GB DDR4 2133 SDRAM.<br>Hard Disk: 01 TB 7200 RPM SATA.<br>Optical Drive: Slim SATA Super Multi DVDRW.<br>Graphics: Intel HD Graphics Processor, Max Resolution 4096x2304.<br>LAN: Intel 219LM Gigabit Network Connection LOM.<br>WLAN: Board com 802.11n Wireless PCle.<br>Audio Support: HD Audio Realtek.<br>Storage Bay: HD/SSD/SSHD.<br>I/O Ports: USB 3.0, Card Reader, Audio, VGA, LAN.<br>Certification: Energy Star.<br>Security Lock.<br>Power Supply: 250W/400W.<br>USB Mouse:3D Mouse Wheeler.<br>USB Key Board: Multimedia Key Board.<br>Casing: Flat Screen 20/19.5" LED Monitor.<br>Casing: with Case Cooling Fan. | 130      |

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### **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 obligation.
  - (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" mean the General Conditions of Contract contained in this section.
  - (f) "SCC" means the Special Conditions of Contact.
  - (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 firms supplying the Goods and Services under this Contract.
  - (j) "The Project Site" where applicable, means the place or placed 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 and further elaborated in the SCC.

3.2 For purpose 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 basis characteristics or in purpose of utility from its components.

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

#### 4. Goods conform to the standard

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.

#### 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 toany such employed person shall be made in confidence and shall extend only as 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 sure of any document or information enumerated in GCC Clause 5.1 except for purposes of such performance.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 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

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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.

#### Performance Security

7.1 Within Seven (7) 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 bein one of the following forms:

(a) A Bank Guarantee for the balance amount after conversion of Earnest Money into Performance Security/Security Deposit, issued by a reputable bank acceptable to the Procuring agency or in such other form as is acceptable to the Procuring agency; or

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(b) A Pay Order or Bank Draft of the amount as in Clause 7.3(a), in favour of Procuring Agency.

7.4 The performance security will be discharged and returned or both by the Procuring Agency after submission (by Supplier) of Bank Guarantee of 2% of the ordered material to cover the Warrantee period, but not later than thirty (30) days following the date of Final Acceptance, pursuant to Clause 12.1.

#### 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 by the "Inspection Committee of STEVTA" 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 tobe 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 TheGoods 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 seller's responsibility.

#### 12. Transportation

12.1 TheSupplier 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:
  - Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and

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(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 actions 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 Clause10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Agency, burin 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

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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 givento 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 bemade 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 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 orits 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, it's 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 hasengaged in corrupt or fraudulent practices in competing foror in executing the Contract.For the purpose of this clause:"corrupt practice" means the offering, giving, receiving orsoliciting of anything of value to influence the action of apublic official in the procurement process or in contractexecution."fraudulent practice" means a misrepresentation of facts inorder to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includescollusive practice among Bidders (prior to or after bidsubmission) designed to establish bid prices at artificialnoncompetitive levels and to deprive the Borrower of thebenefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract inwhole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as itdeems appropriate, Goods or Services similar to thoseundelivered, 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 theContract 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 eventbeyond the control of the Supplier and not involving theSupplier's fault or negligence and not foreseeable. Such eventsmay

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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 promptlynotify the Procuring agency in writing of such condition and thecause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform itsobligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performancenot prevented by the Force Majeure event.

#### 26. Termination for Insolvency

26.1 The procuring agency may at any time terminate the Contract 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 terminated 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 and 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 required that the dispute be refused 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 manner 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.

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#### 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.

#### 33. Headings

33.1 Headings, whether of Clauses or of other parts of the Contract, are for reference only and are not be construed as part of the contract.

#### 34. Waiver

34.1 Failure of either party to insist upon stores performance by the other party of any provision of the contract shall in no way be deemed or construed to effect in any way the right of that party to require such performance.

#### 35. Income / Sales Tax

35.1 Income Tax and Sales Tax will be deducted at source from the payments made to the Contracting firms, as per the Income/Sales Tax Laws, amended todate.

## **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 1.1 The Procuring agency is "Sindh Technical Education & Vocational Training Authority (STEVTA)".
- GCC 1.2 The Procuring agency country is"Islamic Republic of Pakistan".
- GCC 1.3 Eligible countries as notified by Government of Pakistan.

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

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

#### 3. Performance Security

GCC 3.1 The amount of **performance security is 10%** of the Contract Price.

GCC 3.2 After delivery and acceptance of the Goods, the performance security shallbe reduced to **Two (2) percent** of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

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

Inspection and tests prior to shipment of Goods and at final acceptance areas follows:

- (i) Technical Specification.
- (ii) Performances of Equipments and other items should be as per warranty / guarantee card. \*
- (iii) All legal documents should be available on site/work place.

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

GCC 9.3 The following SCC shall supplement GCC Clause 9.2:

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

GCC 10.3 Upon shipment, the supplier shall notify the procuring agency the full details of the shipment, including contract number, description of goods, quantity and usual transport document. The supplier shall main the following documents to the Procuring agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and tow copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, and inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (iv) Manufacturer's or Supplier's warranty certificate;
- (v) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vi) certificate of origin.

#### Insurance (GCC Clause 11)

1.

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 seller's responsibility. Since the insurance is seller's responsibility they may arrange appropriate coverage.

#### 2. Incidental Services (GCC Clause 13)

GCC 13.1- Incidental services to be provided are: [Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

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

GCC 14.1 - Additional spare parts requirements are:

#### Sample provision

GCC 14.1- Supplier shall carry sufficient inventories to assure ex-stock supply of consumablespares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

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

GCC 15.2

#### Sample provision

GCC 15.2 – In Partial modification of the provisions, the warranty period shall be eighteen months form date of acceptance of the Goods or 15 months of Date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

#### Or

pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week (maximum 10%) [The rate should be higher than adjustment rate used in bid evaluation under ITB 25.4 (f) or (g)]

GCC 15.4& 15.5 - The period for correction of defects in the warranty period is:15 days.

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

#### Sample provision

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

#### Payment for Goods supplied:

Payment shall make in Pak. Rupees in the following manner:

- (i) No advance payment shall be made by Procuring agency, until the goods are delivered.
- (ii) 100% of the Contract Price of each individual consignment upon delivery at the consignees end of the goods against presentation of the following documents:
  - a. Copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount of payment due.
  - b. Manufacturer's Warranty Certificate.
  - c. Inspection certificate issued by the authority nominated by the Purchaser;
  - d. Certificate of the receipt of Goods issued by the consignee.
  - e. Certificate of origin.

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(iii) Part Payment on part supply may also be allowed on discretion of procuring agency as well subject to nature/type of stores.

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

#### Sample provision

GCC 17.1 – Prices shall be adjusted in accordance with provisions in the Attachments to SCC. *[to be inserted only if price is subject to adjustment.]* 

#### 13. Liquidated Damages.

GCC 23.1 - Application rate: **0.5% per week** of the value of non-supplied stores. Maximum deduction: 10% of the total contract value.

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

GCC 28.3 - The disputes resolution mechanism to be applied pursuant to GCC Clause 28.2 , shall be as follows:

In the case of 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:

The Managing Director,, Sindh Technical Education & Vocational Training Authority (STEVTA), Street-19, Block-6, Gulshan-e-Iqbal, Near NIPA chowrangi, Karachi. Phone 021-99244112-7.

Supplier's address for notice purpose: "As mentioned on bidder's letter head"

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Sindh Technical Education & Vocational Training Authority (STEVTA)



ST-19, Block-6, Gulshan-e-Iqbal, Karachi. Tel: 021-99244112-7, Fax No.021-99244118

web: http/www.stevta.gos.pk

No. STEVTA/Pro/Chinese/Equip/Fur/6(6)/2017/ \$ 458 To,

Karachi, dated Nov, 2017.

M/s. USS Enterprises, Office No. 102, Ellahi Centre, Reagal Chowk, Saddar, Karachi.

#### SUBJECT:

#### : NOTIFICATION OF AWARD FOR PROCUREMENT OF MACHINERY/EQUIPMENT AND FURNITURE FIXTURE FOR CHINESE LANGUAGE PROJECT AT STEVTA INSTITUTIONS.

Kindly refer to your Bid regarding subject procurement, opened by the Procurement Committee on 22.09.2017.

As per recommendation of Procurement Committee STEVTA, and with the approval of Competent Authority, a Contract in amount of Rs.1,25,29,585/- is being awarded to your firm for supply of Machinery and Equipment (Package-I) for the setting up of Chinese Language Project Labs: at STEVTA Institutions in Sindh, as per quantities and specification of articles, mentioned hereunder:-

| Item<br># | Item Name                                                          | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | QTY   | Rate<br>per Unit | Amount     |
|-----------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------|------------|
| "         | [                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | (Qty) | (PKR)            | (PKR)      |
|           | PACKAGE-I (M                                                       | ACHINERY/EQUIPMENT) : -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |                  |            |
| 1         | Electric<br>Generator<br>SA-12000<br>SUN<br>Dynamac<br>Gas Online. | 10 KVA with Gas Kit, well known brand with 15 years<br>Generator Engine sets to be supplied under this contract<br>as per following specification. <b>Rated Power</b> (KW/r<br>(min): 12.0/3000, <b>Rated Frequency:</b> Hz maximum out<br>put: 9.5 KVA, <b>Rated Voltage (V):</b> 115/230, <b>Rated</b><br><b>Current (A):</b> 36.9 Air Cool Automatic unleaded gasoline.<br>Lube Capacity 1.3 Ltr. Self excitation and constant<br>voltage (AVR), Noise level 77db (A) Warranty/ Service:<br>Complete warranty with engine and parts for period of<br>01 year at site. (Quoted Price must include cost of<br>delivery, transportation and installation and cabling etc. | 07    | 418,489/-        | 2,929,423/ |
|           |                                                                    | including placement of Generator at Cemented platform).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       | n gang           |            |
| 2         | Split Air<br>Conditioner<br>(Haier) HSU-<br>24hnf-DC.              | 2 Ton Split, inverter Fixed Frequency,<br>Cooling Capacity(BTU) 24000 BTU,<br>Air Circulation (m <sup>3</sup> /h) 820,<br>Power Input(W)-Cooling 2376,<br>Running Current(A)-Cooling 10.8,<br>Power Supply Ph/V/Hz) 1,220,50,<br>EER 2.57, COP 2.73,                                                                                                                                                                                                                                                                                                                                                                                                                      | 07    | 111,610/-        | 781,270/   |
| •         |                                                                    | Compressor European/American with 3 years warranty<br>Refrigerant R22, Refrigerant pipe: Pure Grooved Copper<br>FEATURES:- powerful cooling<br>work up to 52 °C (T3 condition)auto restart<br>concealed LED display child lock<br>easy clean (indoor) Intelligent airflow<br>super quict mode evaporator self-cleaning.                                                                                                                                                                                                                                                                                                                                                   |       |                  |            |

Page 1 of 2

| item<br># | Item Name                                                             | Specifications                                                                                                                                                                                                                                                                                                                      | QTY   | Rate<br>per Unit                        | Amount      |
|-----------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------------------------|-------------|
| -         |                                                                       |                                                                                                                                                                                                                                                                                                                                     | (Qty) | (PKR)                                   | (PKR)       |
|           |                                                                       | (Quoted price must include cost of delivery,<br>transportation and installation including switches,<br>pipes and cabling etc.)                                                                                                                                                                                                      |       |                                         |             |
| 3         | Multimedia<br>Projector<br>with Wall<br>Mounted<br>Screen<br>(Optoma) | Display Resolution 1024 x 768 Lens Digital Zoom: 0.8X<br>– 2.0XSize30 – 300 inch Throw Distance 1.0m – 8.0m<br>Throw Ratio 1.86 - 2.04 Lamp 190W Brightness 3300<br>ANSI Lumens Contrast Ratio22,000: 1 (Dynamic Eco<br>mode) Keystone Correction Vertical: +4040, Manual<br>Aspect Ratio4:3 Color Depth107 billion Colors (30 bits | 06    | 69,932/-                                | 419,592/-   |
| Î.        | Model X341.                                                           | per color)Optical Off Set100% +/- 5% Audio Speakers<br>2W cube x 1 Input Signal Video NTSC: NTSC M (3.58<br>MHz), 4.43 MHz PAL: PaL (B, D,G, H, I, M, N, 60) SECAM:<br>SECAM (B, D, G, K, K1, L)SD: 480i and 576i ED: 480p and<br>576p HD: 720p, 1080i, 1080p Frequency Fh: 15 -<br>102KHz; Fv: 23 - 120HzCompatibilityPC1024 x     |       |                                         |             |
|           |                                                                       | 768@60Hz (native) Mac 1024 x 768@60Hz<br>(native)Connector RGB Input VGA Input x2 RGB<br>Output VGA output x1 Composite Video RCA-1 x1 S<br>Video Mini-Din 4 pin (x1)Component Video Share with<br>VGA x2Digital HDMI 1.4 x 1Audio3.5mm Mini-Mono Jack                                                                              |       | •                                       | 27-<br>27-  |
|           |                                                                       | (x1)USB Mini USB x1PowerVoltage100 - 240vac 50/60<br>Hz (Auto switching) Consumption265 w Max.)Operating<br>Condition Temperature0- 40 C /32 04 FHumidity10 -<br>90%, Non - Condensation DimensionPhysical316mm                                                                                                                     |       |                                         |             |
| t.        |                                                                       | (width) x 103.7mm (height) x 228mm(depth) Weight<br>Net2.2 kg                                                                                                                                                                                                                                                                       |       | ter vitag si                            |             |
| 4         | Desktop<br>Computer<br>(Lenovo)<br>Think Center<br>Model M900.        | Mother Board: Chipset Intel Q170.<br>Processor: Intel Core i5-6500.<br>Memory: 04 GB DDR4 2133 SDRAM.<br>Hard Disk: 01 TB 7200 RPM SATA.<br>Optical Drive: Slim SATA Super Multi DVDRW.<br>Graphics: Intel HD Graphics Processor, Max Resolution                                                                                    | 130   | 64,610/-                                | 8,399,300/- |
|           |                                                                       | 4096x2304.<br>LAN: Intel 219LM Gigabit Network Connection LOM.<br>WLAN: Board com 802.11n Wireless PCle.<br>Audio Support: HD Audio Realtek.<br>Storage Bay: HD/SSD/SSHD.<br>I/O Ports: USB 3.0, Card Reader, Audio, VGA, LAN.                                                                                                      | 8     |                                         |             |
|           | (* )                                                                  | Certification: Energy Star.<br>Security Lock.<br>Power Supply: 250W/400W.<br>USB Mouse:3D Mouse Wheeler.                                                                                                                                                                                                                            |       | *                                       |             |
|           |                                                                       | USB Key Board: Multimedia Key Board.<br>Casing: Flat Screen 20/19.5" LED Monitor.<br>Casing: with Case Cooling Fan.                                                                                                                                                                                                                 |       | (1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1, |             |

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You are hereby requested through this letter to submit your acceptance along with Performance Security @ 10% of the contract value/amount, within Twenty (20) days from the receipt of this letter failing which this Notification of Award will stand cancelled.

1

All terms and conditions mentioned in the tender document shall remain the same.

(A. HAFEEZ ABRO) Director (Procurement)

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## NERININEDUCE

### Integrity Pact

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS / CONTRACTORS / CONSULTANTS.

Contract Number: Contract Value: Contract Title:

.....skain Stamp Vendo

- Losanbers Opp City Cod

S. Shan Hussain Advocate

H.C. 7991

Lineto S. F.S. 146.

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- ENDER SELVE FURE --

NOSE:

STEVTA / Pro / Chinese / Equip /Fur / 6(6) /2017/458 dated 17-09-2017. Rs. 12,529,585/- (Package-I). Machinery / Equipment and Furniture Fixture for Chinese Language Project STEVTA Institution.

IN SEP THE

M/s. USS Enterprises, Karachi, hereby declares that it has not obtained or induced the procurement of any contract, right, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s. USS Enterprises. Karachi represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant , director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever from, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/s. USS Enterprises, Karachi certifies that it has made and will make full disclosure of all agreements and arrangements with all person in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by PA in this regard, M/s. USS Enterprises, Karachi, agree to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and future pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the contracting firm as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

M. Kawish Morriceting Manager USS Entro Prises 164;



Sindh Technical Education & Vocational Training Authority (STEVTA) St-19, Block-6, Gulshan-e-Iqbal, Karachi.



No. STEVTA/Pro/Chinese/Equip/Fur/6(6)/2017/

Karachi, Dated \_\_\_\_\_ Dec, 2017.

# **Contract Agreement Document**

## Procurement of Machinery/Equipment and Furniture Fixture for Chinese Language Project at STEVTA Institutions (Package-II)

| Tender No:                | No. STEVTA/Pro/Chinese/Equip/Fur/6(6)/2017                                                                                   |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Title of Bid:             | Procurement of Machinery/Equipment and Furniture Fixture for Chinese Language Project at STEVTA Institutions.                |
| No. Of Consignees:        | As per details at Part-II Section (IV) (Page- 51).                                                                           |
| Date of Contract:         | 19 .12.2017.                                                                                                                 |
| Date of Completion:       | Ninety (90) Days.                                                                                                            |
| Name of Contracting Firm: | M/s. SS Marketing & Advertising Company Pvt. Ltd. Flat<br>No. A-33, Indus Heights Giddu Chowk, Auto Bhan Road,<br>Hyderabad. |



Technical Education & Vocational Training Authority (STEVTA) of Karachi, Pakistan (hereinafter called "the Purchaser" of the one part.

AND

M/s. S.S. Marketing & Advertising Co. (Pvt) Ltd. Flat No. A-33, Indus Heights, Giddu Chowk, Auto Bhan Road, <u>Hyderabad</u>. Pakistan (hereinafter called "the Supplier") of the other part.

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz: supply of Furniture Fixture for Chinese Language Project at Sindh TEVTA Institutions. (Package-II) for 08 institutes selected under STEVTA and has accepted a bid by the Supplier for the supply of those goods and services in the sum of **Rs.1,838,340/-** (Rupees Eighteen Lac Thirty Eight Thousand Three Hundred & Forty only) (hereinafter called "Contract Price").

NOW THIS AGREEMENT WITNESS AS FOLLOWS:-

 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 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, 7
- f) the Purchaser's Notification of Award 77

City Courty Karachi Pakistan

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

4. The Purchaser 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 contract at the times and in the manner prescribed by the contract. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

(Signature for Purchaser)

(A. HAFEEZ ABRO ) (Designation Stamp)

(Signature of Supplier)

SS MARKETING & ADVERTISING CO.

Admin Proprietor (Designation/Stamp)

Signed, Sealed and Delivered by the said in the presence of

(Signature of witness) Distant Assistant Director (B17) Directors: OF VOCATIONAL TRAINING WING DIRECTORS: OF VOCATIONAL TRAINING WING Name: KARACIU

(Signature of witness)

SHATI ULLAN KHAN Name:

32
# Financial Proposal Price Schedule

| and an and a second second                        | Country of Origin<br>Make/Model | Quantity        | Unit Price<br>(in EKR) | Tetal Price<br>(in PKR)                   |
|---------------------------------------------------|---------------------------------|-----------------|------------------------|-------------------------------------------|
| PACKAGE-I :-                                      |                                 | Tayle distance. |                        | a hadrone the second second second second |
| Electric Generator.                               | china/sence                     | 07              | 168750                 | 11812501                                  |
| Split Air Conditioner.                            | Split Haiers                    | 07              | 116,100                | 1812750'2                                 |
| Multimedia Projector with Wall<br>Mounted Screen. | EBONEB. +05                     | 06              | 99145                  | 594270                                    |
| Desktop Computer.                                 | 4n Branded                      | 130             | 7-2400                 | 1019200                                   |
| Total (Package-I):-                               |                                 |                 |                        | 12780824                                  |
| PACKAGE-II :-                                     |                                 |                 | 0                      |                                           |
| Class Room Tablet Chair.                          |                                 | 140             | 2205                   | 308700                                    |
| Computer Revolving Chair.                         |                                 | 140             | 4900                   | 636000                                    |
| Computer Desk/Table.                              |                                 | 140             | 5900                   | 826000                                    |
| White Board.                                      |                                 | 07              | -520                   | 17640                                     |
| Total (Package-II) :-                             |                                 |                 |                        | 1838340                                   |
| Grand Total :-                                    | 2                               | -               |                        | 14619160                                  |

1. The rates and discounts quoted for the items mentioned above shall be valid for 90 days from the date of opening of tender.

2. The items should be delivered at specified consignees at risk and cost of contracting firm.

3. The payment shall be subject to deduction of Income/Sales Tax at source, inspection and production of delivery challans as being delivered the stores in full quantity & quality.

- 1. The rates quoted in this schedule are inclusive of all the applicable taxes and written against each item with fountain pen in figures and words without any cutting/error.
- 5. In case of discrepancy between unit price and total, the unit price shall prevail.

07/2017 ated:

|                   |               |            | 85)41     | 45           |          |   |
|-------------------|---------------|------------|-----------|--------------|----------|---|
|                   | Signature:    |            | 1.7       |              |          |   |
|                   | Name:         | 55 MAYA    | Keting B  | Adve         | (fing co | T |
| $\widetilde{\nu}$ | Address: _    | office Nos | , Eirst F | lov & Pla    | FAULTE   | _ |
|                   | DHA           | uphase 2   | A Mar     | icet k       | gredi    |   |
| Ì,                | CNIC #        | 453020     | 3033850   | 6-9          |          |   |
| - /.              | 10/11         |            |           | 24.1<br>1411 | 4        |   |
| 1/31              | 1             | i h        |           |              | W.       |   |
| AK V              |               |            | 17.       |              | 1 st     |   |
|                   |               | #XMI       |           |              | ( 64)    |   |
| N                 |               | Nº.        |           |              |          |   |
| /                 | $\mathcal{N}$ | . 1        | 1         | Page         | 15 of 15 |   |
|                   | V             |            | ->        |              |          |   |
|                   |               | . 17       |           |              |          |   |

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# **Supply Requirement**

| Item<br># | Name of Article          | GIBCE Malir<br>Karachi | GIBCE Sukkur | GIBCE<br>Nawabshah | GIBCE Sehwan<br>Sharif | GIBCE Latifabad<br>Hyderabad | GIBCE Larkana | GIBCE Khairpur | Total |
|-----------|--------------------------|------------------------|--------------|--------------------|------------------------|------------------------------|---------------|----------------|-------|
| 14        | Package-I Machinery Ec   | luipment               | :-           |                    |                        |                              |               |                | T)    |
| 1         | Multimedia Projector.    | -                      | 01           | 01                 | 01                     | 01                           | 01            | 01             | 06    |
| 2         | Desktop Computers.       | 20                     | 20           | 20                 | 20                     | 20                           | 20            | 10             | 130   |
| 3         | Generator.               | 01                     | 01           | 01                 | 01                     | 01                           | 01            | 01             | 0.7   |
| . 4       | Split Air Conditioner.   | 01                     | 01           | 01                 | 01                     | 01                           | 01            | - 01           | 07    |
|           | Package-II Furniture &   | Fixture:-              |              |                    |                        |                              |               |                |       |
| 1         | Class Room/Tablet Chair. | 20                     | 20           | 20                 | 20                     | 20                           | 20            | 20             | 140   |
| 2         | Computer Chair.          | 20                     | 20           | 20                 | 20                     | 20                           | 20            | 20             | 140   |
| 3         | Computer Desk.           | 20                     | 20           | 20                 | 20                     | 20                           | 20            | 20             | 140   |
| 4         | White Board.             | 01                     | 01           | 01                 | 01                     | 01 .                         | 01            | 01             | 07    |

Page 1.

#### **General Conditions of Contract**

#### 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 obligation.
- (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" mean the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contact.
- (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 firms supplying the Goods and Services under this Contract.
- (j) "The Project Site" where applicable, means the place or placed 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 and further elaborated in the SCC.

3.2 For purpose 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 basis characteristics or in purpose of utility from its components.

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

#### 4. Goods conform to the standard

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 toany such employed person shall be made in confidence and shall extend only as 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 sure of any document or information enumerated in GCC Clause 5.1 except for purposes of such performance.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 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 Seven (7) 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 bein one of the following forms:

(a) A Bank Guarantee for the balance amount after conversion of Earnest Money into Performance Security/Security Deposit, issued by a reputable bank acceptable to the Procuring agency or in such other form as is acceptable to the Procuring agency; or

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(b) A Pay Order or Bank Draft of the amount as in Clause 7.3(a), in favour of Procuring Agency.

7.4 The performance security will be discharged and returned or both by the Procuring Agency after submission (by Supplier) of Bank Guarantee of 2% of the ordered material to cover the Warrantee period, but not later than thirty (30) days following the date of Final Acceptance, pursuant to Clause 12.1.

#### 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 by the "Inspection Committee of STEVTA" 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 tobe 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 TheGoods 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 seller's responsibility.

#### 12. Transportation

12.1 TheSupplier 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 actions 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 Clause10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Agency, burin 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

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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 Clause22.2 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 hasengaged in corrupt or fraudulent practices in competing foror in executing the Contract.For the purpose of this clause:"corrupt practice" means the offering, giving, receiving orsoliciting of anything of value to influence the action of apublic official in the procurement process or in contractexecution."fraudulent practice" means a misrepresentation of facts inorder to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includescollusive practice among Bidders (prior to or after bidsubmission) designed to establish bid prices at artificialnoncompetitive levels and to deprive the Borrower of thebenefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract inwhole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as itdeems appropriate, Goods or Services similar to thoseundelivered, 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 theContract 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 tothe 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 eventbeyond the control of the Supplier and not involving theSupplier's fault or negligence and not foreseeable. Such eventsmay Page 7 of 12

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 promptlynotify the Procuring agency in writing of such condition and thecause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform itsobligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performancenot prevented by the Force Majeure event.

#### 26. Termination for Insolvency

26.1 The procuring agency may at any time terminate the Contract 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 terminated 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 and 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 required that the dispute be refused 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 manner 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.

#### Section- V

### **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

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- GCC 1.1 The Procuring agency is "Sindh Technical Education & Vocational Training Authority (STEVTA)".
- GCC 1.2 The Procuring agency country is"Islamic Republic of Pakistan".
- GCC 1.3 Eligible countries as notified by Government of Pakistan.

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

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

#### 3. Performance Security

GCC 3.1 The amount of **performance security is 10%** of the Contract Price.

GCC 3.2 After delivery and acceptance of the Goods, the performance security shallbe reduced to **Two (2) percent** of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

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

Inspection and tests prior to shipment of Goods and at final acceptance areas follows:

- (i) Technical Specification.
- (ii) Performances of Equipments and other items should be as per warranty / guarantee card.
- (iii) All legal documents should be available on site/work place.

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

GCC 9.3 The following SCC shall supplement GCC Clause 9.2:

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

GCC 10.3 Upon shipment, the supplier shall notify the procuring agency the full details of the shipment, including contract number, description of goods, quantity and usual transport document. The supplier shall main the following documents to the Procuring agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and tow copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, and inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (iv) Manufacturer's or Supplier's warranty certificate;
- (v) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vi) certificate of origin.

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GCC 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under Insurance (GCC Clause 11) which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility. Since the insurance is seller's responsibility they may arrange appropriate coverage.

#### Incidental Services (GCC Clause 13) 2.

GCC 13.1- Incidental services to be provided are: [Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

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

GCC 14.1 - Additional spare parts requirements are:

### Sample provision

GCC 14.1- Supplier shall carry sufficient inventories to assure ex-stock supply of consumablespares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

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

GCC 15.2

#### Sample provision

GCC 15.2 - In Partial modification of the provisions, the warranty period shall be eighteen months form date of acceptance of the Goods or 15 months of Date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

Or

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pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week (maximum 10%) [The rate should be higher than adjustment rate used in bid evaluation under ITB 25.4 (f) or (g)]

GCC 15.4& 15.5 - The period for correction of defects in the warranty period is:15 days.

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

#### Sample provision

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

### Payment for Goods supplied:

Payment shall make in Pak. Rupees in the following manner:

- (i) No advance payment shall be made by Procuring agency, until the goods are delivered.
- (ii) 100% of the Contract Price of each individual consignment upon delivery at the consignees end of the goods against presentation of the following documents:
  - a. Copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount of payment due.
  - b. Manufacturer's Warranty Certificate.
  - c. Inspection certificate issued by the authority nominated by the Purchaser;
  - d. Certificate of the receipt of Goods issued by the consignee.
  - e. Certificate of origin.

(iii) Part Payment on part supply may also be allowed on discretion of procuring agency as well subject to nature/type of stores.

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

#### Sample provision

GCC 17.1 – Prices shall be adjusted in accordance with provisions in the Attachments to SCC. *[to be inserted only if price is subject to adjustment.]* 

#### 13. Liquidated Damages.

GCC 23.1 - Application rate: **0.5% per week** of the value of non-supplied stores. Maximum deduction: 10% of the total contract value.

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

GCC 28.3 - The disputes resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of 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)

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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:

The Managing Director,, Sindh Technical Education & Vocational Training Authority (STEVTA), Street-19, Block-6, Gulshan-e-Iqbal, Near NIPA chowrangi, Karachi.

Phone 021-99244112-7.

Supplier's address for notice purpose: "As mentioned on bidder's letter head"



## Sindh Technical Education & Vocational Training Authority (STEVTA)

ST-19, Block-6, Gulshan-e-Iqbal, Karachi. Tel: 021-99244112-7, Fax No.021-99244118 web: http/www.stevta.gos.pk



#### No. STEVTA/Pro/Chinese/Equip/Fur/6(6)/2017/4/52

Karachi, dated 1:2 Nov, 2017.

To,

#### M/s. S.S. Marketing (Pvt) Ltd. Flat No. A-33, Indus Heights, Giddu Chowk, Auto Bhan Road, Hyderabad.

#### SUBJECT:

# NOTIFICATION OF AWARD FOR PROCUREMENT OF MACHINERY /EQUIPMENT AND FURNITURE FIXTURE FOR CHINESE LANGUAGE PROJECT AT STEVT'A INSTITUTIONS.

Kindly refer to your Bid regarding subject procurement, opened by the Procurement Committee on 22.09.2017.

As per recommendation of Procurement Committee STEVTA, and with the approcal of Competent Authority, a Contract in amount of Rs.1,838,340/- is being awarded to your firm for supply of Furniture and Fixture (Package-II) for the setting up of Chinese Language Project Labs: at STEVTA Institutions in Sindh, as per quantities and specification of articles, mentioned hereunder:-

| Item<br># Item N | Item Name                       | em Name Specifications                                                                                                                                                                                                                                                                                                                                                           |       | Rate -<br>per Unit | Amount                |
|------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------|-----------------------|
|                  |                                 | -                                                                                                                                                                                                                                                                                                                                                                                | (Qty) | (PKR)              | (PKR)                 |
| 1                | PACKAGE-II (F                   | urniture & Fixtures) : -                                                                                                                                                                                                                                                                                                                                                         |       |                    |                       |
| 1                | Class Room<br>Tablet Chair.     | Size Width 430mm x 830mm x 400 Iron frame Powder<br>Coated Tablet and Seat made of hard pvc unbreakable<br>Size 690mm (Local/China).                                                                                                                                                                                                                                             | 140   | 2,205/-            | 308,700/-             |
| 2                | Computer<br>Revolving<br>Chair. | Revolving Chair of Standard Size. Seat and back of thick ply<br>wood covered with let ride (imported Artificial leather)<br>and best quality molded rubber foam. Five prong plastic<br>base with high quality five rigid plastic wheels. In the<br>hydraulic base there should be provision of revolving,<br>tilting, & height adjustment. All material shall of "A"<br>quality. | 140   | 4,900/-            | 686,000/ <del>-</del> |
| 3                | Computer<br>Desk/Table          | Size 42" x 22" x 30". Fine quality laminated sheet. One drawer, sliding tray for key board. Provision to place printer & CPU.                                                                                                                                                                                                                                                    | 140   | 5,900/-            | 826,000/-             |
| 4                | White Board.                    | Measurement: MDF imported 18mm<br>4'x8' Lasani, White Formica with hanging hooks.<br>Aluminum angle border around.                                                                                                                                                                                                                                                               | 07    | 2,520/-            | 17,640/-              |
| -                |                                 |                                                                                                                                                                                                                                                                                                                                                                                  |       | Total :-           | 1,838,340/-           |

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You are hereby requested through this letter to submit your acceptance along with Performance Security @ 10% of the contract value/amount, within Twenty (20) days from the receipt of this letter failing which this Notification of Award will stand cancelled.

All terms and conditions mentioned in the tender document shall remain the same.

(A. HAFEEZ ABRO ) Director (Procurement)

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