

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Planning & Development Deptt.
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Furniture & Fixture
- 4) TENDER NUMBER INF/KRY-4878/2017
- 5) BRIEF DESCRIPTION OF CONTRACT Supply of Furniture & Fix.
- 6) FORUM THAT APPROVED THE SCHEME PDWP.
- 7) TENDER ESTIMATED VALUE 3,500,000/-
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) \_\_\_\_\_
- 10) TENDER OPENED ON (DATE & TIME) 11-12-2017
- 11) NUMBER OF TENDER DOCUMENTS SOLD 08 NOS.  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS \_\_\_\_\_
- 14) BID EVALUATION REPORT attached.  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Ms. Print, art
- 16) CONTRACT AWARD PRICE (1850-00) Rs. 77/14 Nazimabad NO2  
Karachi
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT

Deewan. An. Bani

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

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

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

Yes	<input checked="" type="checkbox"/>	SPPRA # 35375
No	<input type="checkbox"/>	

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

Yes	<input checked="" type="checkbox"/>	Daily Times 25-11-17 Jang 27-11-17 Shakti 28-11-17
No	<input type="checkbox"/>	

22) NATURE OF CONTRACT

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

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

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

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

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

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	Due to late release of funds
No	

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

Yes	
No	✓

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

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

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

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

Yes	
No	✓

Signature & Official Stamp of  
Authorized Officer

IMRAN SIBTA  
Section Officer (Admin)  
Planning & Development Board, Sindh  
Planning & Development Department  
Government of Sindh, Karachi

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**

**Tele: 021-9205356; 021-9205369 & Fax: 021-9206291**

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NO.SO(Admn-I)/P&D/25(01)/2017  
**GOVERNMENT OF SINDH**  
**PLANNING & DEVELOPMENT**  
**DEPARTMENT**

Karachi, 13 March, 2018

**LETTER OF AWARD**

To,

M/S. Print Art,  
Office/Interior Decorator & General Order Suppliers,  
2-E, 7/14, Nazimabad No.2,  
Karachi.

SUBJECT: - **NIT: REF: SO (Admin-I)(P&D)25(01)/2017, Dated 22.11.2017---SPPRA**  
**Sr. 35375---Purchase of Furniture & Fixture.**

I am directed to refer to the above mentioned subject and to inform that your Bid in respect of items (Annexure-A) has been declared as lowest evaluated successful bid by Procurement Committee notified for tender titled **"Purchase of Furniture & Fixture"**.

2. In this context, the Competent Authority has accorded the approval for the award of contract to your firm bid price amounting to Rs.1, 850,000/- (One million Eight hundred and Fifty thousand only) for above mentioned items on the terms and conditions already elaborated in the subject tender bidding documents.

3. The aforementioned amount is the Contract Price payable in consideration of the execution and completion of service as prescribed in the Contract documents.


4. You are required to confirm your unqualified acceptance to this Letter of Award, the Draft Contract Agreement is attached with this letter for you perusal. If the terms & conditions of Draft Contract Agreement are acceptable to you then please send your authorized Representative to this office along with Judicial stamp paper amounting 0.35% of total bid amount for execution of formal contract Agreement.

5. Kindly acknowledge this letter of Award as token of your acceptance. This issues with the approval of Competent Authority.

  
**(IMRAN SIBTAIN)** 13/03/2018  
SECTION OFFICER (ADMN-I)  
Ph: 021-99211926

CC:

- PS to Chairman, P&D Board, Sindh
- PS to Secretary (Planning), P&D

  
13/03/2018

**GOVERNMENT OF SINDH  
PLANNING & DEVELOPMENT  
DEPARTMENT**

**NIT No. INF/KRY-4878/2017**  
**SPPRA I.D.No.2147483647**  
**SPPRA S.No.35375**

**MINUTES OF THE PROCUREMENT COMMITTEE CONSTITUTED  
FOR ADP SCHEME NO.1955 OF 2017-18**

Procurement Committee constituted for ADP Scheme No.1955 of 2017-18 titled "Strengthening of Planning & Development Department, Government of Sindh, Karachi" assembled on 11.12.2017 at 3.30 p.m. in the Conference Room, Planning & Development Department, Government of Sindh, Karachi for opening of Bids received in respect of NIT "Purchase of Furniture & Fixture".

2. Following attended the meeting (Annexure-I):

- |       |   |             |
|-------|---|-------------|
| (i)   | Dr. Shereen Mustafa, Secretary (Planning)                 | Chairperson |
| (ii)  | Mr. Muhammad Ali Khoso, Addl. Secy (Admn), P&D            | Member      |
| (iii) | Mr. Saeed Nizamani, Procurement Specialist, MEC (P&D)     | Member      |
| (iv)  | Mr. Mussarat Mukhtar, Dy. Director, Industries Deptt. GoS | Member      |
| (v)   | Mr. Fahad Saeed Warsi, , Information and S&T Deptt.       | Member      |


3. Representative/Owners of the Firms, which offered Bids, also attended the Bid opening (Annexure-II).


4. After opening the Bids, Procurement Committee performed pre-screening on the Yes/No Basis to determine the substantial responsiveness of each bid as per instructions contained in Rule 46(1)(a) of SPPRA Rules, 2010. Two (02) bids were received in total and both of them declared as Responsive (Annexure-III).

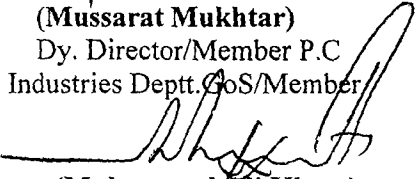
5. Subsequently, the PC went through the financial proposal and read out aloud the bids quoted by the Bidders. The Chairperson of the PC encircled the rates and all the Members of Procurement Committee signed each and every page of the Financial proposal.

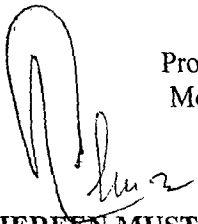
6. It was decided that Procurement Committee would meet again for evaluation of bids as per specifications provided in the BOQ.

7. Meeting ended with a vote of thanks to and from the chair.

  
(Mussarat Mukhtar)  
Dy. Director/Member P.C  
Industries Deptt. GoS/Member

  
(Mr. Fahad Saeed Warsi)  
/Member P.C.  
Information, Science & Technology Deptt

  
(Muhammad Ali Khoso)  
Addl Secretary (Admn)/Member P.C.  
Planning & Development Deptt.

  
(Saeed Nizamani)  
Procurement Specialist/Member P.C.  
Monitoring & Evaluation Cell (P&D)

  
(DR. SHEREEN MUSTAFA)  
SECRETARY (PLANNING)/CHAIRPERSON P.C.

## BID EVALUATION REPORT

01. Name of Procuring Agency : Planning & Development Board, Sindh, Planning & Development Department, Govt. of Sindh, Karachi
02. Tender Reference No. : INF-KRY.NO.4897/17
03. Tender Description / Name of work / Item : Purchase of Furniture & Fixture.
04. Method of Procurement : Single Stage-one envelope
05. Tender Published : 24-11-2017
- : SPPRA ID No. 2147483647
- S.No. 35375
06. Total Bid documents sold : 08 No.
07. Total Bids Received : 02 No.
08. Technical Bid Opening date (if applicable) : —
09. No. of Bid Technically qualified (if applicable) : —
10. Bid(s) Rejected : —
11. Financial Bid Opening date : 11-12-2017

### BID EVALUATION REPORT:-

Sr. No.	Name of Firm/Person	Items	Total Cost offered by the bidder	Ranking in Terms	Comparison with estimated cost	Reasons for acceptance / rejection	Remarks
01	M/S. Print Art	BOQs enclosed	Rs.1,850,000/-	01	Within estimated cost	Lowest	Lowest & Reasonable
02	M/S. Pakistan Civil & Electric Works	BOQs enclosed	Rs. 3,156,000/-	02	Above estimated cost	Higher	-

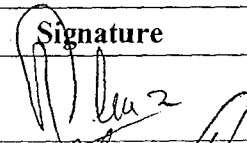
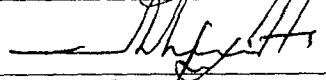
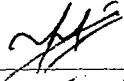

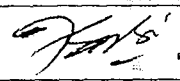
### APPROVED BY PROCUREMENT COMMITTEE

Name	Designation	Department	Signature
01. Dr. Shereen Mustafa	Secretary (Planning)/ Chairperson	P&D Department	
02. Mr. Muhammad Ali Khoso	Additional Secretary (Admn) / Member	P&D Department	
03. Mr. Musarrat Mokhtar	Deputy Director (Inspection) / Member	Industries Deptt.	
04. <del>Syed</del> Nizamani	Procurement Specialist / Member	M&EE, P&D	
05. Mr. Fahad Saeed Wassi	/ Member	Information Science & Technology Deptt.	

## FINANCIAL COMPARATIVE STATEMENT OF RESPONSIVE BIDS

PURCHASE OF FURNITURE & FIXTURE					
Sr. #	Item Description	Qty.	M/S. Print Art	M/S. Pakistan Civil & Electric Works	Remarks
01	BOQs enclosed	-----	Rs.1,850,000/-	Rs.3,156,000/-	M/S. Print Art is responsive & lowest evaluated bidder. The rates offered are within the provision kept in the Budget Allocation and comparable with the rates prevailed in the market.

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**GOVERNMENT OF SINDH  
PLANNING & DEVELOPMENT  
DEPARTMENT**

**NIT No.INF/KRY-4878/2017  
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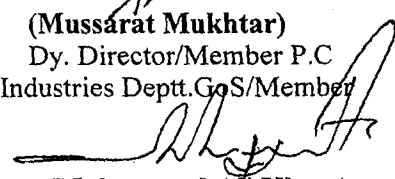
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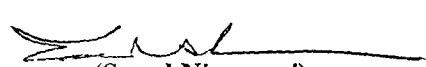
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Industries Deptt.GoS/Member

  
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Planning & Development Deptt.

  
(Mr. Fahad Saeed Warsi)  
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Information, Science & Technology Deptt

  
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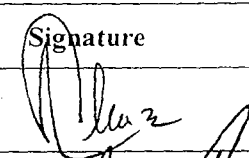

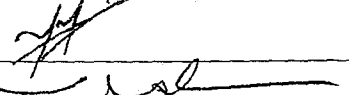

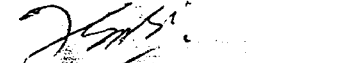
  
(DR. SHEREEN MUSTAFA)  
SECRETARY (PLANNING)/CHAIRPERSON P.C.



**THE SCREENING ON THE YES / NO BASIS TO DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID**  
**PURCHASE OF "FURNITURE & FIXTURE"**

SR.	Bidder Name	REQUISITES								
		Bid is properly signed, named & stamped by the authorized person or written with lead pencil.	Bid received within the specified due date and time	Rs.100/- stamp paper affidavit declaring that the bidder has never been black listed in any Government, Semi-Government or Private institute is attached	Bidder is an Active Tax Payer.	The NTN/Sales Tax registration certificate is attached.	Validity of bid offer is clearly mentioned and as per specified period.	Bid offer is unconditional	Authorized Dealership Certificate	Bid Security of required amount and form
		1	2	3	4	5	6	7	8	9
1	M/S. Print Art	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NA	Yes
2	M/S. Pakistan Civil & Electric Works	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NA	Yes

**APPROVED BY PROCUREMENT COMMITTEE**

Name		Designation	Department	Signature
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05.	Mr. Fahad Saeed Wassi	Representative/ Member	Information Science & Technology Deptt.	

CASHIERS A/C ONLY

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0453-M.H.C.H. SOCIETY, KHI

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Stationery/Ref No: 14113179

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SECTION OFFICER (ADMIN) PLANNING  
DEVELOPMENT DEPT. GOVT OF SINDH KHI  
TWENTY THOUSAND RUPEES ONLY

or Order

PKR 20,000.00

PAYABLE AT ANY UBL BRANCH IN PAKISTAN  
Valid for Six Months from the date of issue

PLEASE DO NOT WRITE BELOW THIS LINE

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Signatory  
PA/Attorney No.

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Account Payee Only

# Bank AL Habib Limited

1075 - PAPOSH NAGAR  
PLOT NO 16, BLOCK V NAZIMABAD

Rs 185000 ONLY

Pay to SECTION OFFICER (ADMIN) PLANNING AND DEVELOPMENT DEPT GOVT OF For Order  
SINDH KARACHI

Rupees PAKISTANI RUPEES ONE HUNDRED EIGHTY-FIVE THOUSAND ONLY.

PAYABLE AT ANY BRANCH IN PAKISTAN

Please do not write below this line.

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B.C. No. 03770376

Stationery/Ref No. 00308109/2018 22

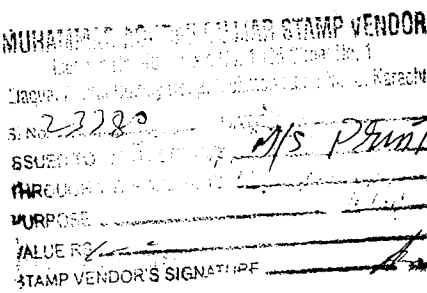
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PKR

\*\*\*\*\*185,000.00

*[Signature]*  
Signatory  
PA/Attorney No  
*[Signature]*  
Signatory  
PA/Attorney No

⑈020⑈



**Rosen**      **FBI - St. Louis**  
**Stump Office, City**  
Searched

5-5-55

SPPRA S.NO: **35375**  
Contract Number: **INF-KRY-4897/17**  
Contract Value: **Rs.1, 850,000/-**  
Contract Title: **Purchase of Furniture & Fixture.**

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

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

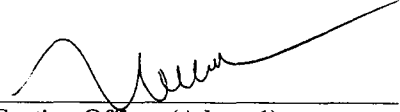
3. **M/s. PRINT ART** Certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with **Planning & Development Department, Govt. of Sindh, Karachi** and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Fai Gulen


PRINT ART

5. Notwithstanding any rights and remedies exercised by **Planning & Development Department, Govt. of Sindh, Karachi** in this regard, **M/s. PRINT ART** agrees to indemnify **Planning & Development Department, Govt. of Sindh, Karachi** for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to **Planning & Development Department, Govt. of Sindh, Karachi** in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by **M/s. PRINT ART** 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 **Planning & Development Department, Govt. of Sindh, Karachi**.



**Section Officer (Admn-1)**  
Planning & Development Department,  
Government of Sindh,  
Karachi.

**IMRAN SIBTAIN**  
**Section Officer (Admn-1)**  
Planning & Development Board, Sindh  
Planning & Development Department  
Government of Sindh, Karachi.



**(Faisal Saleem)**  
M/s. Print Art

**PRINT ART**

Proprietor

Tender Ref. No. INF-KRY-4897/17

Karachi, 11<sup>th</sup> December, 2017

The Section Officer (Admn)  
Planning & Development Department,  
Government of Sindh,  
Karachi

## QUOTATION/BID Purchase of Furniture & Fixture

### Part C: Bill of Quantities (BOQs) and Technical Specifications

SR #	NAME OF ITEM	QTY. REQUIRED	SPECIFICATION	RATE	Total
1.	Wooden Table for Committee Room with Top Glass	01	1. ASH Wood with latheried 2. Wooden Vanier 3. In lay Designing  Dimension: L-40'/W-4.75'/H-2.6'  Both sides Sphere-Shaped (Round)	Rs.450,000/-  Each	Rs.450,000/-
2.	Revolving Chairs for Committee Room	50	1. Knee tilting mechanism 2. Height adjustable 3. 360 Rotation • W=635 • D=610 • H=1143	Rs.28,000/-  Each	Rs.1,400,000/-
			TOTAL		Rs.1,850,000/-

RUPEES EIGHTEEN LACS FIFTY THOUSAND ONLY

Validity of Quoted Rates : 90 Days  
Payment : As per Government's Policy  
Delivery/Time of Completion : 02 (two months)  
Government Taxes : Inclusive

(FAISAL SALEEM)  
PROPRIETOR

PRINT ART  
Faisal Saleem  
Proprietor

2117 N.D. INF-KRY-4897/17

# PRINT ART

Office/Interior Decorator & General Order Suppliers

2-E,7/14

Nazimabad No.2, Karachi

Mobile: 0333-2187496  
Karachi, 16<sup>th</sup> March, 2018

To,

The Section Officer (Admn)  
Planning & Development Department,  
Government of Sindh,  
Karachi

Subject :- Letter for Award regarding Purchase of Furniture & Fixture.

Dear Sir,

Reference your Letter of Award bearing No.SO(Admn-I)/(P&D)/25(01)/2017, dated 13<sup>th</sup> March, 2018 for 'Purchase of Furniture & Fixture' amounting to Rs.1,850,000/- .

The terms & condition laid down therein are acceptable to use. Accordingly, we are enclosing Integrity Pact and Contract Agreement duly stamped @ 0.35% which comes to Rs.6,500/-

Kindly issue Work Order so that work may be started.

Sincerely yours

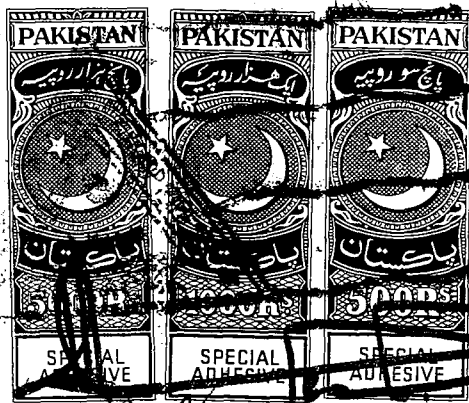


Print Art Office/Interior Decorators  
& General Order Suppliers

Pay Order NO 03770376  
Dated 08/03/2018 is  
enclosed

cut no 237  
16/3/2018

Rs- 6577



16-3-18  
Office, City Court  
Karachi

16 MAR 2018

## Contract Agreement

THIS AGREEMENT made this 16<sup>th</sup> day of March, 2018 between **Planning & Development Department, Govt. of Sindh, Karachi** (hereinafter called "the Procuring Agency") of the one part and **M/s Print Art, Office/Interior Decorator & General Order Suppliers**, (hereinafter called "the Supplier/Contractor") of the other part:

WHEREAS the Procuring agency invited bids for **Purchase of Furniture & Fixture (detail in Annexure-A)** and has accepted a bid by the Supplier/Contractor for the Renovation of offices in the sum of **Rs. 1,850,000/- (Rupees One million Eight hundred and Fifty thousand only)** (hereinafter called "the Contract Price") initially for a period of 06 months as per same terms & conditions of this contract agreement after mutual consent.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

~~IMPAN. SIBTAIN~~

Encl. *Signature* PRINT ART



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.

**For and on behalf of the PA (Client)**

Signed by \_\_\_\_\_

Name Imran Sibtain  
Section Officer

Title: Planning & Development Department

CNIC NO 42101-1541753-3

(Seal)

Witness for the PA

Signed by \_\_\_\_\_

Name Shehryar Memon  
Junior Clerk

Title: Planning & Development Department

CNIC NO 42301-3581810-3

**For and on behalf of the PA (Consultant)**

Signed by Faisal Saleem

Name Faisal Saleem

Title: Proprietor, Print Art

CNIC NO 42000-052660-7

(Seal)

Witness for the Consultant

Signed by \_\_\_\_\_

Name Danish Javed

Title:

CNIC NO 42101-4475486-9

## Terms & Conditions of Contract

### 1. Basic Information:

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/Contractor, 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/Contractor under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier/Contractor 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) "CC" means the Conditions of Contract contained in this section.
- (f) The Procuring agency means: Planning & Development Department, Government of Sindh, Karachi, Sindh, Pakistan.
- (g) The Supplier/Contractor means: M/s. Print Art office/ Interior Decorate & General supplies.
- (h) Name of Contract is Purchase of Furniture & Fixture.
- (i) The Governing Language shall be English.
- (j) Disputes shall be settled by Complaint Redressal Committee (CRC) as defined in SPP Rules 2010 (Amended in 2017).

(k) The Contract shall be interpreted in accordance with the laws of Islamic Republic of

IMRAN SIBTAIN

Section Officer

PRINT ART

**Procuring Agency's address for notice purposes:**

Section Officer (Admn-I)  
Planning & Development Department,  
Government of Sindh. Room# 314-A,  
2<sup>nd</sup> Floor, Sindh Secretariat No.2,  
(Tughlaq House), Karachi.  
Tel. No. 021-99211926, Fax:No. 021-99211423  
Email: secpndsindh@gmail.com

**Supplier's/Contractor address for notice purposes:**

Supplier: Ms. Print Art  
Attention: Faisal Saleem  
Address: 2-E, 7/14, Nazimabad, Karachi  
Facsimile: 021-36707610  
E-mail: fprominent2@gmail.com

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

**2. Technical Specifications**

The Work & Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

**3. Use of Contract Documents and Information:**


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

**4. Patent Rights**

The Supplier/Contractor 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.

**5. Performance Security**

- i. Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the performance security at the rate of 10% of the total quoted bid amount.
- ii. 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.
- iii. The performance security should be in the shape of a pay order (refundable) in Pak Rupees issued by a State Bank of Pakistan Scheduled Bank drawn in favor of Section Officer (Admn), P&D Deptt, Government of Sindh.
- iv. Validity of performance security shall extend at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by Procuring Agency.
- v. The performance security will be discharged by the Procuring agency and returned to the Supplier/Contractor not later than thirty (30) days following the date of completion of the Supplier's/Contractor performance obligations under the Contract, including any warranty obligations.

  
**IMRAN SIBTAIN**  
Section Officer (Admn-I)  
Planning & Development Board, Sindh

  
**PRINT ART**

**Proprietor**

## 6. Delivery Location

- i. Execution of the work & services shall be made by the Supplier/Contractor in accordance with the Schedule of Requirements and the specified terms & conditions mentioned in bidding documents.
- ii. The Supplier under the Contract is required to provide Services on following office location(s):

Address
Planning & Development Department, Government of Sindh. Room# 314-A, 2 <sup>nd</sup> Floor, Sindh Secretariat No.2, (Tughlaq House), Karachi. Tel. No. 021-99211926, Fax:No. 021- 99211423 Email: secpn@sindh@gmail.com

## 7. Inspections and Tests

- i. The Procuring Agency or its representative shall have the right to inspect and/or to test the material / services to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency.
- ii. The inspections and tests may be conducted at point of Work place. If conducted on the premises of the Supplier/Contractor 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.
- iii. Should any inspected or tested Work fail to conform to the standard mentioned in specification, the Procuring agency may reject the Work, and the Supplier/Contractor shall either replace the rejected Work or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- iv. The Procuring Agency's right to inspect, test and, where necessary, reject the Work and Services after the Work done.
- v. The Work carried out by the Supplier/Contractor shall be accepted only after Inspection Team clearance report that is nominated by the Secretary (Planning), P&D Department, Government of Sindh.
- vi. In case, Work & Services fail to conform to the attached BOQs/Specifications, the Procuring Agency may reject the subject Work & Services and the Contractor shall rectify/replace the faulty Work & Services free of cost immediately. The Procuring Agency shall only accept the Work & Services after they have been duly inspected by its Inspection Team in the presence of the Bidder.

## 8. Packing

The Contractor/Supplier shall carry out work as is required to prevent their damage or deterioration during transit to their final destination. 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 work final destination and the absence of heavy handling facilities at all points in transit.

## 9. Transportation

The Contractor/Supplier is required under the Contract to transport the Goods for execution of work to above mentioned locations within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## 10. Incidental Services

The Contractor/Supplier will be required to provide all of the following services free of cost:

- (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/Contractor of any warranty obligations under this Contract; and

## 11. Warranty

- i. The Contractor/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 provide 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/executed works in the conditions prevailing in the country of final destination.
- ii. The Procuring Agency shall promptly notify the Contractor/Supplier in writing of any claims arising under this warranty.
- iv. Upon receipt of such notice, the Contractor/Supplier shall, within 14 days replace the defective Goods or parts thereof, without costs to the Procuring agency. This opportunity will be provided only once.
- v. If the Contractor/Supplier, having been notified, fails to remedy the defect(s) within 14 days from the date of communication, the Procuring agency may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## 12. Payment terms & conditions

- i. The Payment shall be made in Pak. Rupees to the Supplier on receipt of original invoice(s) including those of GST in triplicate duly completed in all respect and Goods/Works carried out Receiving & Inspection Report (GRIR) duly signed by the Inspection Team nominated by the Secretary (Planning), P&D Department, Government of Sindh.
- ii. Part payment against part work/supply is allowed.
- iii. 100% payment to be made on the proof of inspection certificate (Annexure-I) issued by Procuring Agency to Accountant General-Sindh, Karachi.
- iv. 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.
- v. Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

## 13. Change Orders

The Procuring agency may at any time, by a written order given to the Supplier 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.

## 14. Contract Amendments

## 15. Delays in the Supplier's/Contractor Performance

- i. Delivery of the Goods and performance of Services shall be made by the Contractor/Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- ii. If at any time during performance of the Contract, the Supplier/Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- iii. Except as provided under Force Majeure clause, a delay by the Contractor/Supplier in the performance of its delivery obligations shall render the Contractor/Supplier liable to the imposition of liquidated damages as pursuant to given below unless an extension of time is agreed upon without the application of liquidated damages.

## 16. Liquidated Damages

If the Contractor/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 following percentage of the delivered price of the delayed Goods or unperformed Services for each week i.e.

*[Applicable rate shall not exceed one-half percent (0.5%) per week and the maximum shall not exceed ten percent (10%) of the Contract Price.]*

## 17. Termination for Default

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/Contractor fails to deliver/execute any or all of the Goods within the period(s) specified in the Contract, or
- (b) If the Supplier/Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier/Contractor, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

**"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.**

**"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes**

**"Collusive practice" among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.**

Page 4 of 7

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

## 18. Force Majeure

- i. The Supplier/Contractor shall not be liable for forfeiture of its performance Security, liquidated damages or certain

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

iii. If a Force Majeure situation arises, the Contractor/Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **19. Termination for Insolvency**

The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier/Contractor if the Supplier/Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier/Contractor, 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.

#### **20. Termination for Convenience**

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

#### **21. Resolution of Disputes**

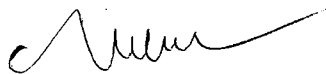
i. The Procuring Agency and the Contractor/Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

ii. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor/Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Complaint Redressal Committee (CRC) as defined in SPP Rules 2010 (Amended 2013).

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

#### **22. Taxes and Duties**

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



**IMRAN SIBTAIN**  
Section Officer (Admn-I)  
Planning & Development Board, Sindh  
Planning & Development Department  
Government of Sindh, Karachi.

  
**PRINT ART**

**Proprietor**