

**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. Task Force Secretariat for Sindh Enhancing Response to Reduce Storing Project
- 2) PROVINCIAL / LOCAL GOVT. / OTHER Provincial
- 3) TITLE OF CONTRACT Purchase of Stationery & Printing
- 4) TENDER NUMBER TFS (SERRSP)/NIT/N17
- 5) BRIEF DESCRIPTION OF CONTRACT Stationery & Printing Articles
- 6) FORUM THAT APPROVED THE SCHEME PDWP
- 7) TENDER ESTIMATED VALUE Rs. 1,000,000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) NA
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) \_\_\_\_\_
- 10) TENDER OPENED ON (DATE & TIME) 15-02-2018
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 03
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT (Enclose a copy) Attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S A.S. Corporation Office St-9, Block S Gulshan-e-Iqbal, Main Rashid Minhas Road, Karachi
- 16) CONTRACT AWARD PRICE Rs. 923,003/-
- 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 Coordinator to Chief Minister (T&S-SEKSP)

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	SPPRA # 36473
No	

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

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

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

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

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

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

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

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

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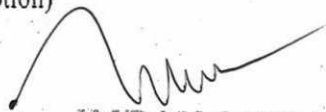
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

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

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

Signature & Official Stamp of  
Authorized Officer



IMRAN SIBTAIN  
Section Officer (Admin-I)  
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

Print

Save

Reset



NO.SO(Admn-I)/P&D/12(163)/2017 (Part-  
**GOVERNMENT OF SINDH**  
**PLANNING & DEVELOPMENT**  
**DEPARTMENT**

Karachi, 09<sup>th</sup> April, 2018

To,

M/S. A.S. Corporation,  
Office St-9, Block 5,  
Gulshan-e-Iqbal,  
Main Rashid Minhaz Road,  
Karachi

**SUBJECT :- NIT FOR PROCUREMENT OF STATIONERY & PRINTING ARTICLES FOR THE OFFICE OF TASK FORCE SECRETARIAT FOR SINDH ENHANCING RESPONSE TO REDUCE STUNTING PROJECT (P&D)-----SPPRA SERIAL NO.36473**

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 of Procurement of Stationery & Printing Articles for the office of Task Force Secretariat for Sindh Enhancing Response to Reduce Stunting Project (P&D).

2. In this context, the Competent Authority has accorded the approval for the award of contract to your price amounting to Rs.923,003/- (Rupees Nine hundred twenty three thousand and three) per month (inclusive all taxes) 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 your 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 bid amount for execution of a formal contract Agreement.
5. Kindly acknowledge this letter of Award as token of your acceptance. This issues with the approval of Competent Authority.

CC:

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

  
(IMRAN SIBTAIN)  
Section Officer (Admn-I)  
Phone 021-99211926

Received  
9/4/2018  
09-04-2018

ase.postbox@gmail.com



To,

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

Subject: Acknowledgment of Acceptance of letter of Award  
of contract for supply of Stationery & Printing Articles for  
the office of Task Force Secretariat for Energy  
Expense to Reduce Unemployment Project (TRD). Under

Dear Sir,

In pursuance of letter No. So (Admin-1)/TRD/12(163)/2017 (A/B)  
dated 9th April 2018 for the Purchase of Stationery & Printing Articles  
as desired in the above cited letter.

It is further inform to you that the Supplies of the  
work will be completed within the time limit  
given in the terms and conditions of the contract.

Thank,

Yours faithfully  
Imran Pizzada

(Imran Pizzada)  
Proprietor.





**TASK FORCE SECRETARIAT FOR SINDH ENHANCING  
RESPONSE TO REDUCE STUNTING PROJECT  
PLANNING & DEVELOPMENT DEPARTMENT  
GOVERNMENT OF SINDH**

**Part-C: Technical Specification**

**STATIONERY ARTICLES**

S.NO	ITEM	Quantity	Rate	Unit	Total
1	Printing Papers A4	40 Boxes	2635	Box	105400
2	Envelope (10"×4.5")	400 Nos	9	each	3600
3	Envelope A4 size	400 Nos	10	each	4000
4	Box Files A4 Big Size	300 Nos	155	each	46500
5	Ball Point (Blue, Black & Red)	60 Packets	86	Packet	5160
6	Highlighters (yellow & Blue)	100	29	each	2900
7	Blanko fluid without thinner	60	30	each	1800
8	Pencil	40 Packets	85	Packet	3400
9	Pencil Sharpener	80 Nos	8	each	640
10	Colored Marker	100 Nos	10	each	1000
11	Eraser	12 Packets	110	Packet	1320
12	File separator cards (1-10)	80 Set	27	Set	2160
13	Glue Stick medium	60 Nos	88	each	5280
14	Correction tape / Fluid	48 Nos	91	each	4368
15	Note Book (Medium)	100 Nos-each	193	each	19300
16	Ruler	25 Nos	35	each	875
17	Register (300 Pages)	100 Nos	180	each	18000
18	Sticky Note	100 Packets	35	Packet	3500
19	Packing Tape	12 Nos	110	each	1320
20	Fold back clips	100 Nos	130	each	13000
21	Paper Clips	100 Packets	35	each	3500
22	Rubber Band	48 Packets	160	Packet	7680
23	Scissors	24 Nos	180	each	4320
24	Calculator	24 Nos	1050	each	25200
25	USB (32 GB)	24 Nos	1315	each	31560
26	Stapler Pin	300 Packets	26	Packet	7800
27	Color Flag	300 Packets	38	Packet	11400
28	Full scape paper	200 Reams	700	Ream	140000
29	Plastic Folder	100 Nos	25	each	2500
30	Paper cutter	12 Nos	150	each	1800
31	Stapler heavy duty	6 Nos	3000	each	18000
32	White File Board	500 Nos	45	each	22500
33	White Board Marker	12 Packets	440	Packet	5280
34	Common Pin	200 Packets	25	Packet	5000
35	Desk Tray (Plastic)	12 Nos	1350	each	16200
36	Writing pads	100 Nos	35	each	3500
37	Paper punch machine	24 Nos	330	each	7920
38	Printer Cartridge	50 Nos	1600	each	80000
39	Cloth Duster	12 Dozen	185	Dozen	2220
40	White Board Duster	02 Dozen	1750	Dozen	3500
41	Dustbin	36 Nos	200	each	7200

Total ⇒ 650603/-





**TASK FORCE SECRETARIAT FOR SINDH ENHANCING  
RESPONSE TO REDUCE STUNTING PROJECT  
PLANNING & DEVELOPMENT DEPARTMENT  
GOVERNMENT OF SINDH**

PRINTING ARTICLES

S.NO	ITEM	Quantity	Rate	Unit	Total
1	File covers hard with Logo	1000 Nos	55	each	55000
	White Envelope A: (10"*4.5") with stamp of Task Force Secretariat.	500 Nos	10	each	5000
	A1: A4 Size with stamp of Task Force Secretariat.	500 Nos	12	each	6000
	B: (10"*4.5") with stamp of Program Manager Task Force Secretariat.				
2	B1: A4 Size with stamp of Program Manager of Task Force secretariat	200 Nos	17	each	3400
	C: (10"*4.5") with printing of Coordinator to CM for Task Force Secretariat.	200 Nos	15	each	3000
	C1: A4 Size with stamp of Coordinator to CM for Task Force Secretariat.	200 Nos	17	each	3400
3	Table Calendar	50 Nos	400	each	20000
4	Wall Calendar	50 Nos	580	each	29000
5	Dairies in medium size with title page of Accelerated Action Plan Executive summary of AAP.	300 Nos	460	each	138000
6	Accelerated Action Plan colored Copies	200 Nos	48	NOS	9600

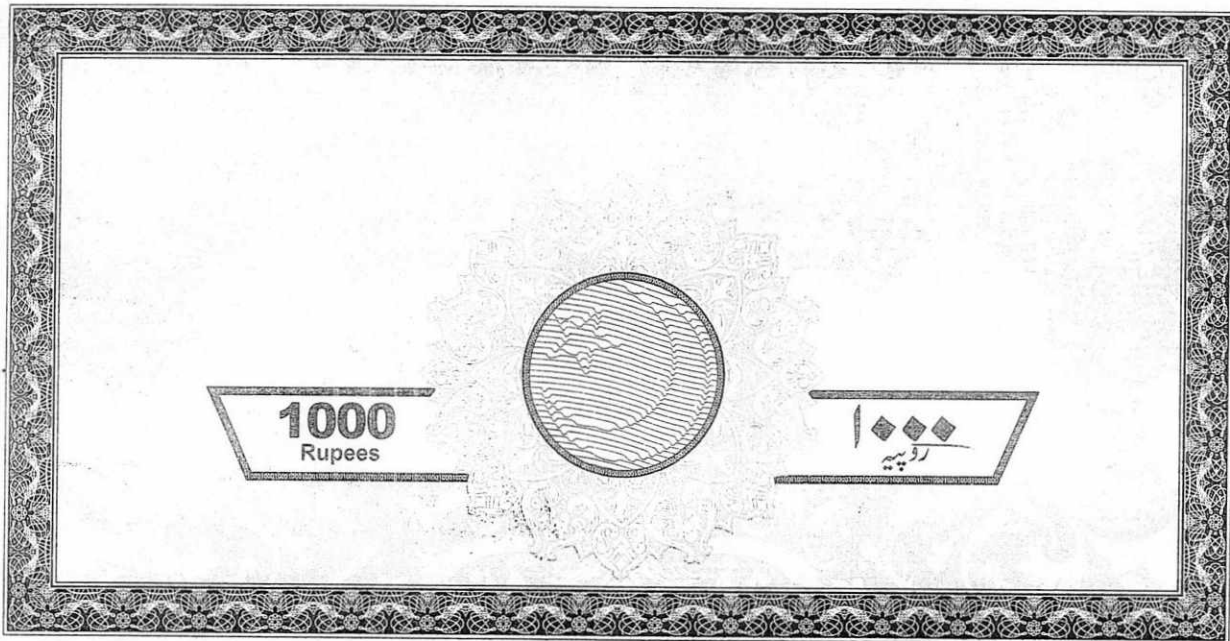
Total ⇒ 272400/-



Stationery Total 650603-  
Printing Total 272400-  
Total Amount ⇒ 923003/-

Yours faithfully,

**PROGRAM MANAGER  
TASK FORCE SECRETARIAT**



STAMP OFFICE CITY COURT KARACHI  
Zameer Pib Zameer  
CPD-0355335-3  
35 17.4.18  
410 17.4.18  
A97  
35 17.4.18

(RECEIVED OFFICE OF THE SECRETARY)

### Contract Agreement

True Copy of Contract (S/EX/135)

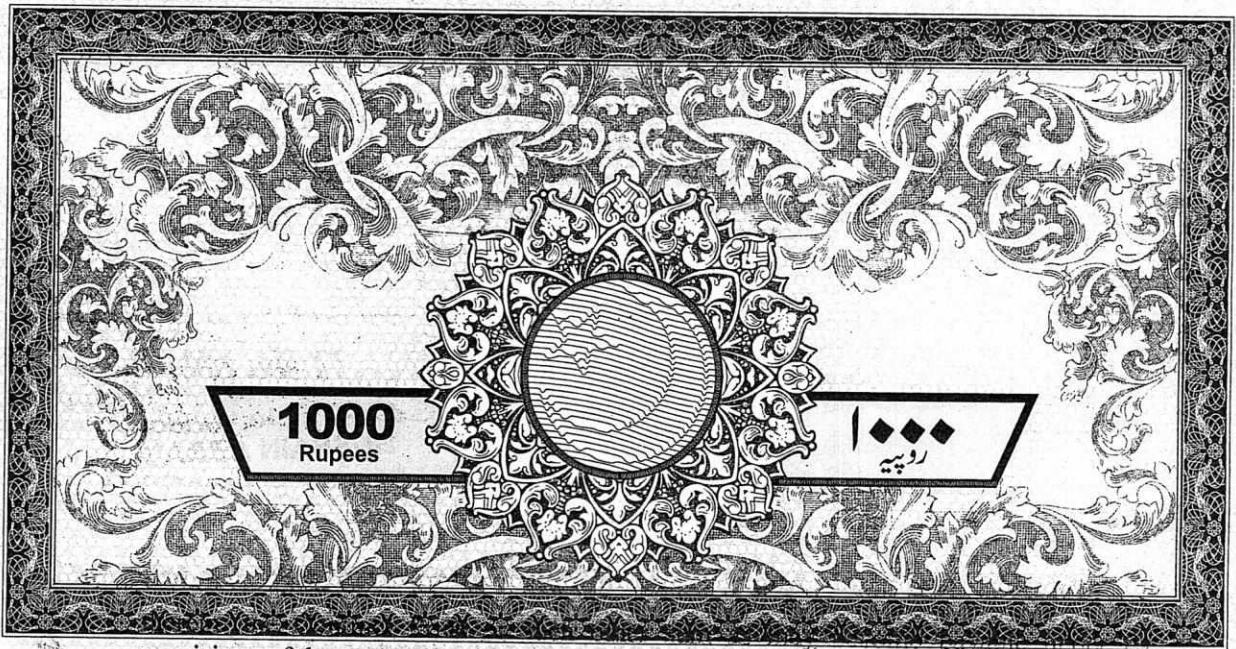
THIS AGREEMENT made this 09<sup>th</sup> day of April, 2018 between **Planning & Development Department, Govt. of Sindh, Karachi** (hereinafter called "the Procuring Agency") of the one part and **M/s A.S Corporation, Office/Interior Decorator & General Order Suppliers**, (hereinafter called "the Supplier/Contractor") of the other part:

WHEREAS the Procuring agency invited bids for **Renovation of offices at Planning & Development Department, Govt. of Sindh, Karachi (detail in Annexure-A)** and has accepted a bid by the Supplier/Contractor for the Renovation of offices in the sum of **Rs.9,23,000/- (Rupees Nine Lac Twenty Three 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





provisions of the contract at the times and in the manner prescribed by the contract.

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

Stamp Office City Court, Rawalpindi  
Sued to: Imran Pirzada  
NIC/LEG No. 42201-8355335-3  
Side D.S.R. No. 35 Dt. 12-4-18  
In behalf of Challan No. 418 Dt. 12-4-18  
For the purpose of Signed by  
Entry No. 35

Name Imran Sibtain  
Section Officer  
Title: Planning & Development  
Department

CNIC NO 42101-1541753-3

(Seal)

For and on behalf of the PA (Consultant)

**AS CORPORATION**  
Signed by Abdullah Proprietor

Name Abdullah Waqas Shaikh  
Title: Proprietor, A.S Corporation

CNIC NO 42501-5211948-1

(Seal)

Witness for the PA  
Signed by [Signature]

Name Shehryar Memon  
Junior Clerk  
Title: Planning & Development  
Department

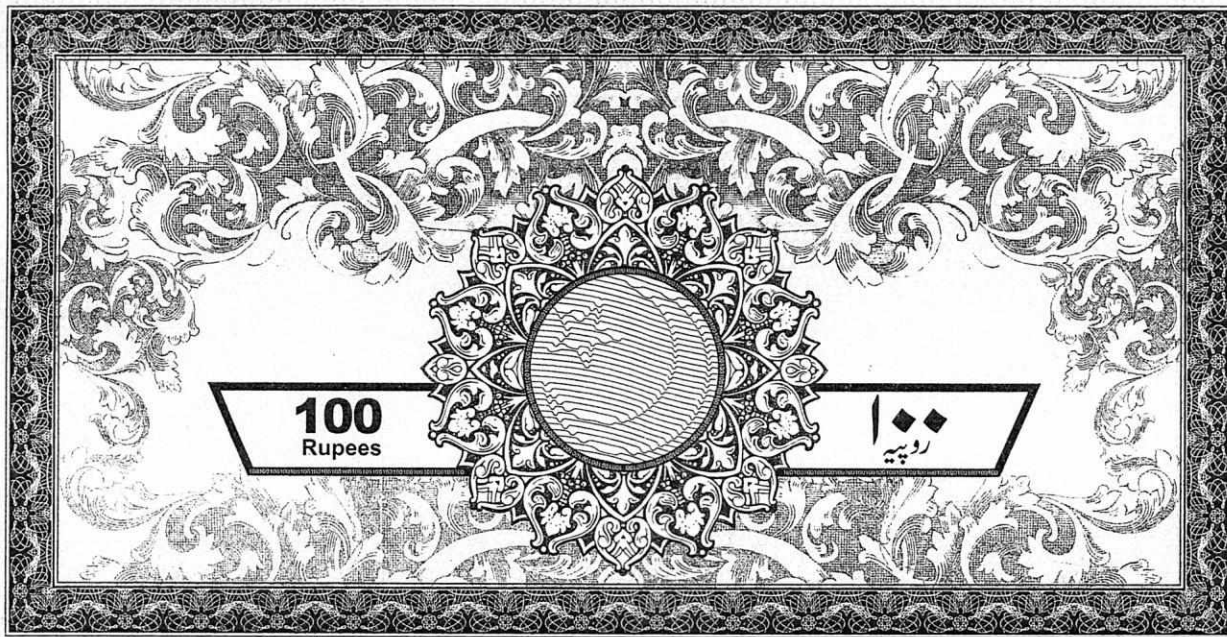
CNIC NO 42301-3581810-3

Witness for the Consultant

Signed by Imran Pirzada

Name Imran Pirzada  
Title: M.D., A.S Corporation

CNIC NO 42201-8355335-3



STAMP OFFICE CITY COURT, KARACHI

Issued to: Atkes Abbas Aek  
CNIC/LEG No. C. 8864-AC  
Vide D.S.R. No. 154 Dt. 17-4-18  
On behalf of Chalan No. \_\_\_\_\_ Dt. \_\_\_\_\_  
For the purpose of \_\_\_\_\_  
Entry No. \_\_\_\_\_

100

## 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.

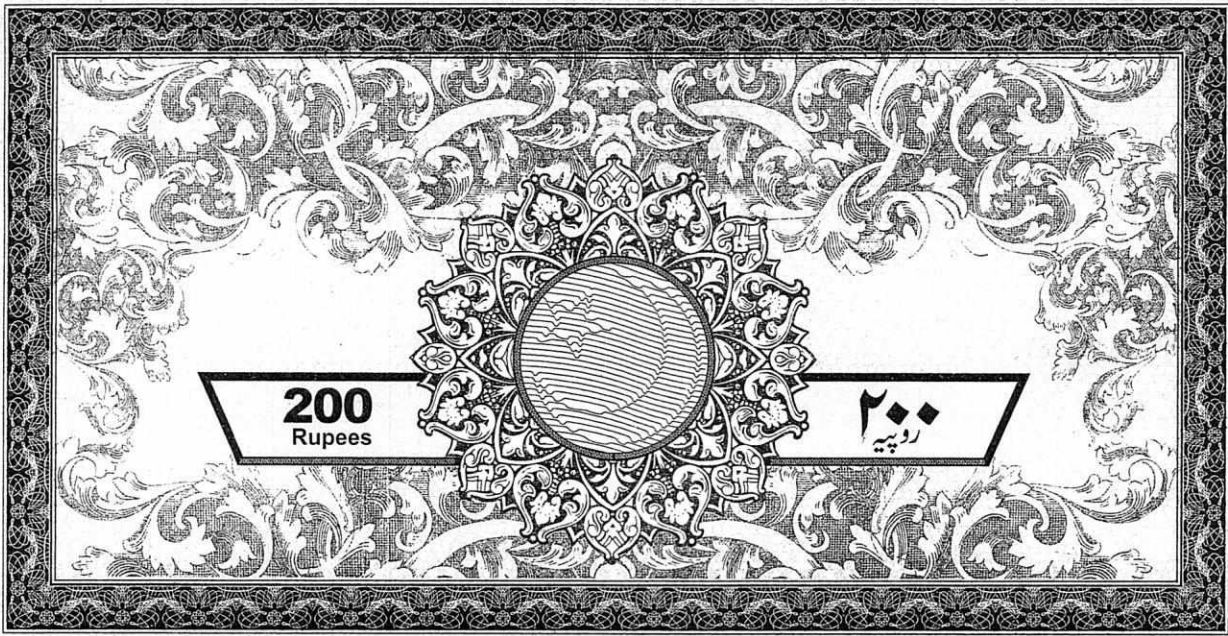
(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "CC" means the Conditions of Contract contained in this section.

(f) The Procuring agency means: <sup>Tam Pora Secretariat (SEMRP)</sup> Planning & Development Department, Government of Sindh, Karachi, Sindh, Pakistan.

(g) The Supplier/Contractor means: M/s. A.S Corporation office/ Interior Decorate & General supplies.

(h) Name of Contract is <sup>Purchase of stationery & Printing Articles.</sup> ~~Renovation of offices~~ in Planning & Development Department



STAMP OFFICE CITY COURT, KARACHI III

(RUPEES TWO HUNDRED ONLY)

Issued to Shehaz Anjum  
CNIC/LEG No. 1.10.446  
Vide D.S.R. No. 136 Dt. 12-4-18  
On behalf of Challan No. \_\_\_\_\_ Dt. \_\_\_\_\_  
for the purpose of \_\_\_\_\_  
Entry No. \_\_\_\_\_ Dt. \_\_\_\_\_

(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 Pakistan.

(l) The address for notice & other communication are as under:

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

*Program Manager  
JES (SEMRP)*

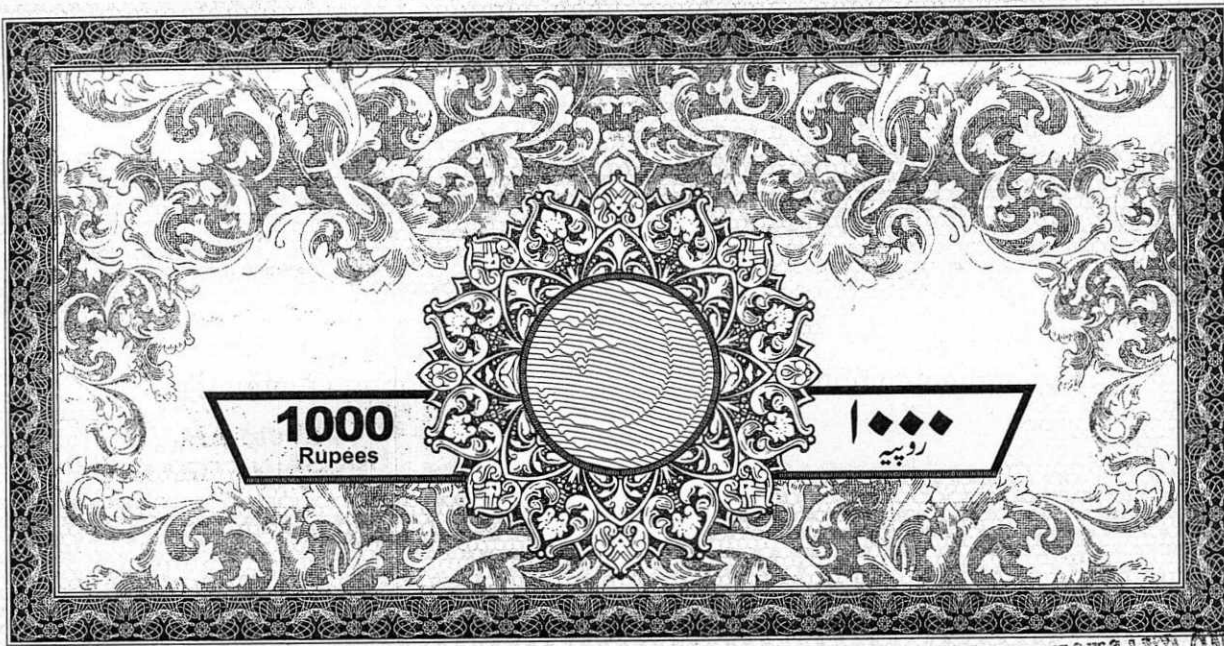
Section Officer (Admn-I)  
Planning & Development Department,  
Government of Sindh. Room# 314-A,  
2<sup>nd</sup> Floor, Sindh Secretariat No.2,  
(Tughlaq House), Karachi.  
Tel. No. 021-99211926, Fax:No. 021-99211423  
Email: secpndsindh@gmail.com

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

Supplier: Ms. A.S Corporation  
Attention: Abdullah Waqas Shaikh  
Address: UG-26-B, Glamour Mall,  
Gulshan-e-Iqbal, Block 10-A, near Lasania  
Restaurant, main Rashid Minhas Road, Karachi  
Facsimile: 021-34827799  
E-mail: www.ascorporation.com

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





(RUPEES ONE THOUSAND ONLY)

STAMP OFFICE CITY COURT, KARACHI

Issued to Imran P. Zada  
CNIC/LEG No. 42201-835535-7  
Vide D.S.R. No. 35 Dt. 12-4-18  
On behalf of Challan No. 410 Dt. 12-4-18  
for the purpose of FD  
Entry No. 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.

## 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 Contact is required to provide Services on following office location(s):

### Address

*Program Manager IFS (SEARSP)*  
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

## 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**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **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.**

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 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.

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.

**MINUTES OF THE MEETING OF BID OPENING OF THE PROCUREMENT COMMITTEE OF "TASK FORCE SECRETARIAT FOR IMPLEMENTATION OF ACCELERATED ACTION PLAN FOR REDUCTION OF MALNUTRITION AND STUNTING -----SPPRA S.NO.36473.**

Meeting of the Procurement Committee for Bid Opening of NIT for "Procurement of Stationery & Printing" was held on 15.02.2018 at 3.30 p.m. in the office of its chairman i.e. Additional Secretary (Admn), P&D. List of Participants is at Annexure-I.

2. In response to the NIT hoisted on the Website of SPPRA, three Tender Documents were sold and received in response to the NITs.

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

4. After opening the sealed Bids, Procurement Committee scrutinized their responsiveness in light of Eligibility Criteria as per instructions contained in Rule 46(1)(a) of SPPRA Rules, 2010.

S.No.	Requirements/Documents	M/S.Anum Enterprises	M/S. Aamir Asif Enterprises	M/S. A.S Corporation
1.	Bid is properly signed, named & stamped by the authorized person or written with lead pencil	Yes	Yes	Yes
2.	Bid received within the specified due date and time	Yes	Yes	Yes
3.	Rs.100/- stamp paper affidavit declaring that the bidder has never been black listed in any Government, Semi-Government or Private institute is attached	Yes	Yes	Yes
4.	Bidder is an Active Tax Payer	Yes	Yes	Yes
5.	NTN/GST Registration Certificate is attached	Yes	Yes	Yes
6.	Validity of Bid Offer is clearly mentioned or within the required period	Yes	Yes	Yes
7.	Bid offer is un-conditional.	Yes	Yes	Yes
8.	Turn-over of atleast last three years	Yes	Yes	Yes

5. As per Eligibility Criteria, all the three Bidders declared responsive:

6. Subsequently, the PC opened the financial proposal and read out aloud the bids quoted by the Bidders. The Chairpman of the PC encircled the rates and all the Members of Procurement Committee signed each and every page of the financial proposal. Quoted rates are given below:

S.No.	M/S.Anum Enterprises	M/S. Aamir Asif Enterprises	M/S. A.S Corporation
1.	Rs.1,050,000/-	Rs.997,000/-	Rs.923,003/-





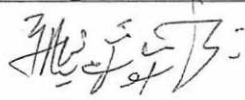

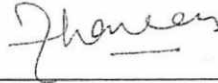


**MINUTES OF MEETING OF PROCUREMENT COMMITTEE CONSTITUTED  
FOR TASK FORCE SECRETARIAT FOR SINDH ENHANCING RESPONSE TO  
REDUCE STUNTING PROJECT (P&D)**

**BID OPENING**

**15<sup>th</sup> February, 2018 at 03.30 a.m.**

**ATTENDANCE SHEET**

S.No.	Name & Designation	Contact No.	Signature
1	Abdullah Sheikh As Cooperation	03333079789 34827799	
2	Dawish Amir Asif Enterprises	03333112345	
3	Thanoon Hameed Anam Enterprises	03312383 573	




## BID EVALUATION REPORT

01. Name of Procuring Agency : Task Force Secretariat for Sindh Enhancing Response to Reduce Stunting Project, Planning & Development Department, Govt. of Sindh, Karachi.
02. Tender Reference No. : TFS(SERRSP)/NIT/17
03. Tender Description / Name of work / Item : Purchase of Stationery & Printing.
04. Method of Procurement : Single Stage-one envelope
05. Tender Published : 26-01-2018
- : SPPRA ID No. 2147483647
- : SPPRA S.No. 36473
06. Total Bid documents sold : 03 No.
07. Total Bids Received : 03 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 : 15-02-2018

### 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. AS Corporation	BOQs enclosed	Rs.923,003/-	01	Within estimated cost	Lowest	Lowest & Reasonable
02	M/s. Aamir Asif Enterprises	BOQs enclosed	Rs.997,000/-	02	Above estimated cost	Higher	-
03	M/s. Anum Enterprises.	BOQs enclosed	Rs.1,050,000/-	02	Above estimated cost	Higher	-

### APPROVED BY PROCUREMENT COMMITTEE

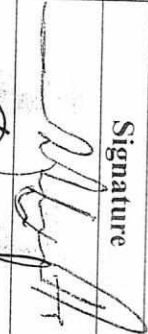

Name	Designation	Department	Signature
01. Mr. Muhammad Ali Khoso	Additional Secretary (Admn)/Member	P&D Department	
02. Mr. Shehryar Gul	Coordinator, Nutrition Section	P&D Department	
03. Mr. Musarrat Mukhtar	Deputy Director (Inspection) / Member	INDUSTRIES DEPARTMENT	

FINANCIAL COMPARATIVE STATEMENT OF RESPONSIVE BIDS

**PURCHASE OF "STATIONARY & PRINTING"**

Sr. #	Item Description	Qty.	M/s. AS Corporation	M/s. Amir Asif Enterprises	M/s. Anum Enterprises.	Remarks
01	BOQs enclosed	-----	Rs.923,003/-	Rs.997,000/-	Rs.1,050,000/-	M/S. AS Corporation 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.

**APPROVED BY PROCUREMENT COMMITTEE**

Name	Designation	Department	Signature
01. Mr. Muhammad Ali Khoso	Additional Secretary (Admn)/Member	P&D Department	
02. Mr. Shehryar Gul	Coordinator, Nutrition Section	P&D Department	
03. Mr. Musarrat Mukhtar	Deputy Director (Inspection) / Member	INDUSTRIES DEPARTMENT	