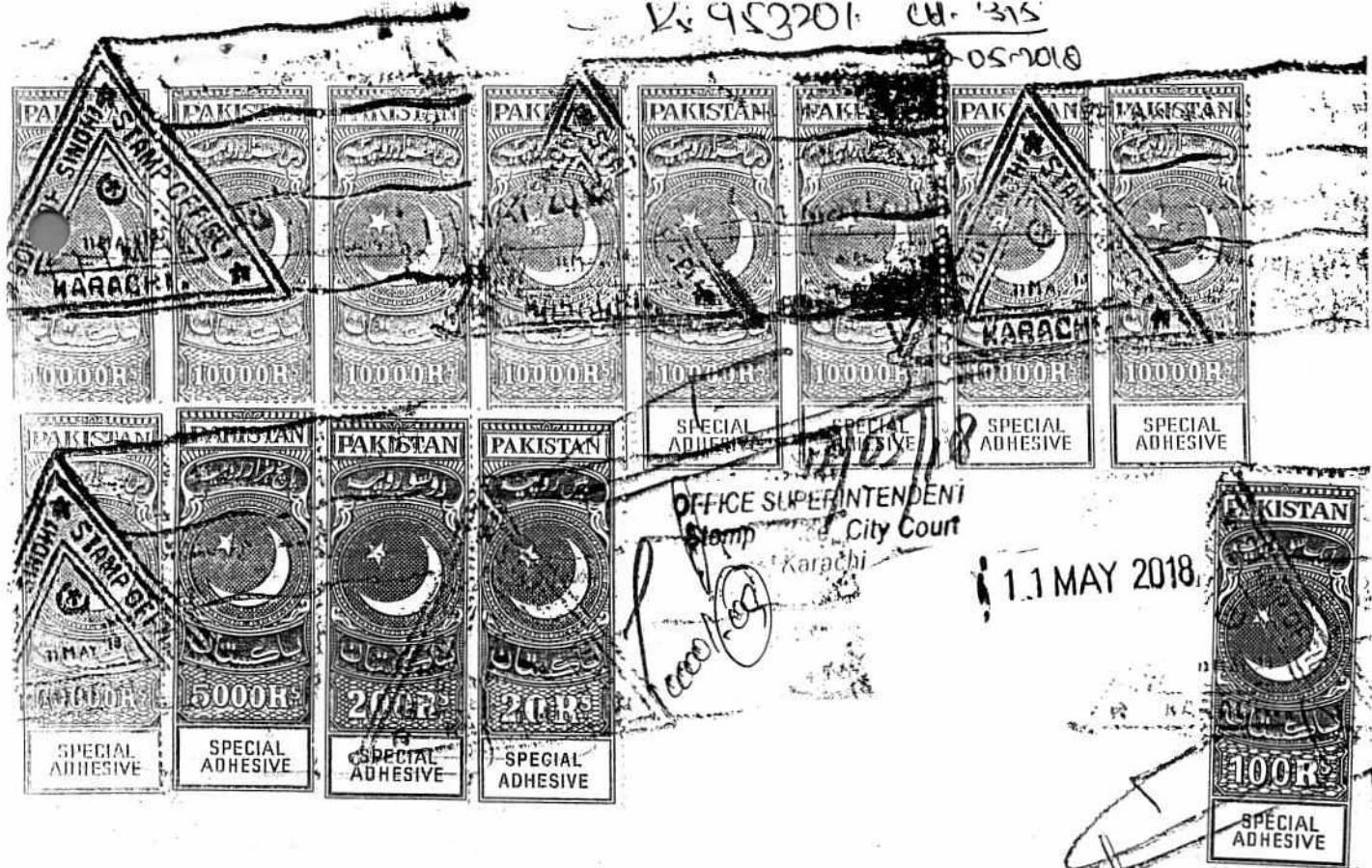


V: 953201 CR-1315

10-05-2018



CONTRACT AGREEMENT

11 MAY 2018
OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

THIS AGREEMENT made the 10th day of May 2018 between **Program Coordinator, Health Department, Government of Sindh** of the one part and **The Times Press (Pvt.) Ltd** of Karachi-Pakistan of the other part: -



WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., Procurement of IEC Registration Material has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs. 27,233,013.60 (Twenty-Seven Million Two Hundred Thirty Three Thousand thirteen and Sixty Paise Only)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

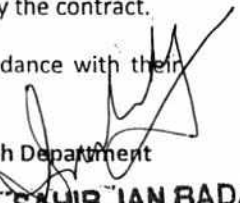
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule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

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

for The Times Press (Pvt) Ltd

for Program Co-Ordinator, Health Department
Government of Sindh.



DR. SAHIB JAN BADAR
Program Coordinator
Accelerated Action Plan (AAP)
Health Department Govt. of Sindh

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- Accelerated Action Plan for Reduction of Stunting and Malnutrition
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial _____
- 3) TITLE OF CONTRACT Procurement of Printing of IEC Registration Material _____
- 4) TENDER NUMBER HD/AAP/PRO-IEC/2018 _____
- 5) BRIEF DESCRIPTION OF CONTRACT Printing of IEC Registration Material _____
- 6) FORUM THAT APPROVED THE SCHEME P&D Department _____
- 7) TENDER ESTIMATED VALUE _____
- 8) ENGINEER'S ESTIMATE N/A _____
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 90 days _____
- 10) TENDER OPENED ON (DATE & TIME) March 29, 2018 at 3:00 p.m _____
- 11) NUMBER OF TENDER DOCUMENTS SOLD Three (03) _____
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Three (03) _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Three (03) _____
- 14) BID EVALUATION REPORT Yes _____
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s The Time Press (Pvt) Ltd. C-18, Al-Hilal
Society Off University Road Karachi-74800 _____
- 16) CONTRACT AWARD PRICE Rs. 27,233,013.60 _____
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). The Time Press _____
The Agile Enterprises _____
The Ehtesham Packages _____
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Yes _____ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

21) ADVERTISEMENT :

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

Yes	37272
No	

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

Yes	The Nation, Hilal-e-Pakistan and Express (March 11, 2018)
No	

22) NATURE OF CONTRACT

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

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

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

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

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

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

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

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

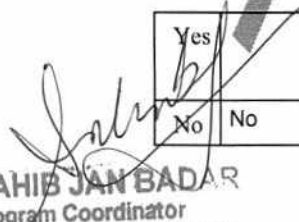
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer _____


DR. SAHIB JAN BADAR
Program Coordinator
Accelerated Action Plan (AAP)
Health Department Govt. of Sindh

FOR OFFICE USE ONLY

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

Fax: 92-21-3493-5602
Email: contacts@timespresspk.com
timekhi@cyber.net.pk
Web Site: www.timespresspk.com

PRINTERS TO THE GOVERNMENT OF PAKISTAN

THE TIMES PRESS (Private) LTD.

PRINTERS, PUBLISHERS
AND
STATIONERY MANUFACTURERS
C-18, Al-Hilal Society, Off University Road, Karachi-74800

Telephones
3493 2931
3493 2932
3493 2933
3493 5938
3491 3562
3492 3259

FINANCIAL BID (ORIGINAL)

Ref: TP-5/Health DPT(GS)/786-F

March 28, 2018

The Programme Coordinator, AAP,
Health Department,
Government of Sindh,
Office of the Additional Secretary,
(PM&I) 3rd Floor, Tughlag House, Karachi.

Subject: PROCUREMENT OF PRINTING OF IEC REGISTRATION MATERIAL

Reference: Your Request for IFB Number HD/APP/PRO-IEC 2018

Dear Sir,

With reference to the above on the subject matter, please find enclosed herewith our Financial Bid of tender for PROCUREMENT OF PRINTING OF IEC REGISTRATION MATERIAL on your prescribed Financial Bid Proforma (Original) and Copy, duly filled, sign and stamp as desired in the bidding documents with 3% bid security in shape of pay order (as per detail below) of total quoted value.

We look forward for your cooperation and assuring you of our best services at all times.

Thanking you,

for THE TIMES PRESS (Private) LTD.,



MANAGER

Encl: • Financial Bid Proforma
• 3% Earnest P.O. No. 12043837 - 43 (one lac each) (Rs. 700,000) & No. 12043844 (Rs. 150,000)
Total Rs. 850,000/-

Bid Form

Date : 28 March 2018

IFB N^o: HD/APP/PRO-IEC 2018

To: *The Program Coordinator, AAP
Health Department
Government of Sindh,*

Gentlemen and/or Ladies:

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *Printing of IEC Registration Material* in conformity with the said bidding documents for the sum of *27,233,013.60* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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


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

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

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

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

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

 _____ [signature]	_____S.Naqvi Ahmed_____ _____ [Name]	_____Manager Marketing_____ _____ [Designation]
---	--	---

Duly authorized to sign Bid for and on behalf of: **The Time Press (Private) Limited**

Fax: 92-21-3493 5602
 Email: contacts@timespresspk.com
 timekhi@cyber.net.pk
 Web Site: www.timespresspk.com

PRINTERS TO THE GOVERNMENT OF PAKISTAN

THE TIMES PRESS (Private) LTD.

PRINTERS, PUBLISHERS
 AND

STATIONERY MANUFACTURERS
 C-18, Al-Hilal Society, Off University Road, Karachi-74800

Telephones
 3493 2931
 3493 2932
 3493 2933
 3493 5938
 3491 3562
 3492 3259

Price Schedule in Pak Rupees

Option-A with Imported Offset 80 gsm

Name of Bidder: THE TIMES PRESS (Pvt) LTD. IFB Number: HD/APP/PRO-IEC 2018. Page of 1 of 2

S. No.	1	2	3	4	5	6	7
	Item	Description	Country of Origin	Quantity	Unit Price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required
1	Screening Register for Children + follow up	Pads of 70 leave, A3 size, 4+4 color printing on 80 gsm paper (duplex printing)	Pakistan	36,000 Pads	@ Rs. 215.00 per pad	Rs. 7,740,000	
2	Screening Register PLW + Follow up	Pads of 30 leave, A3 size, 1 color printing on 80 gsm paper (duplex printing)	Pakistan	36,000 Pads	@ Rs. 78.55 per pad	Rs. 2,874,930.00	
3	Diarrhea Case Register	Pads of 25 leave, A4 size, 1 color on 80 gsm paper (duplex printing)	Pakistan	36,600 Pads	@ Rs. 34.50 per pad	Rs. 1,262,700.00	
4	Referral Slips	Pads of 100 leave, A5 size, 1 color printing, Carbonized 1+2 (white, light pink and blue)	Pakistan	146,400 Pads	@ Rs. 61.50 per pad	Rs. 9,003,600.00	
5	LHW Monthly Screening Report	Pads of 30 leave, A4 size, 4 color printing, Carbonized 1+1 (white and light pink)	Pakistan	36,600 Pads	@ Rs. 42.50 per pad	Rs. 1,555,500.00	
6	LHS Consolidated Report (Children consolidated + PLW consolidated + supplies consolidated)	Pads of 75 leave, A4 size, 4 colors (consolidated), remaining 2 forms are in one color, Carbonized 1+1 (white and light pink)	Pakistan	1,200 Pads	@ Rs. 121.00 per pad	Rs. 145,200.00	
7	OTP Register	Pads of 100 leave, A3 size, 1 color printing (duplex printing)	Pakistan	2,460 Pads	@ Rs. 295.50 per pad	Rs. 726,930.00	
8	OTP Enrollment Form + Follow up	A4 size card with 1 color printing on 210 gsm art card	Pakistan	676,368 Cards	@ Rs. 2.95 per card	Rs. 1,995,285.60	

Fax: 92-21-3493 5602
Email: contacts@timespresspk.com
timekhi@cyber.net.pk
Web Site: www.timespresspk.com

PRINTERS TO THE GOVERNMENT OF PAKISTAN
THE TIMES PRESS (Private) LTD.
PRINTERS, PUBLISHERS
AND
STATIONERY MANUFACTURERS
C-18, Al-Hilal Society, Off University Road, Karachi-74800


Telephones
3493 2931
3493 2932
3493 2933
3493 5938
3491 3562
3492 3259

9	OTP Transfer Slip	Pads of 100 leave. A5 size, 1 color printing. Carbonized copy 1+1 (white and light pink) NCR paper	Pakistan	13,527 Pads	@ Rs. 63.00 per pad	Rs. 852,201.00
10	OTP (Monthly Report + Definition)	Pads of 30 leave. A4 size, Carbonized copy 1+1 (white and light pink) NCR paper	Pakistan	1,230 Pads	@ Rs. 50.50 per pad	Rs. 62,115.00
11	OTP Ration Card	A5 size card with 1 color printing on 210 gsm art card	Pakistan	676,368 Pads	@ Rs. 1.50 per card	Rs. 1,014,552.00
Total Amount on 80 gsm Imported Rs. 27,233,013.60						

Thanking you,

for THE TIMES PRESS (PVT) LTD.,


MANAGER





Schedule of Requirements

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

Lot No.	Description	Delivery Time	Place of Delivery
Lot 1	Procurement of Safe Delivery Kits	60 days	Clifton, Karachi
Lot 2	Equipment for NSCs	60 days	Clifton, Karachi
Lot 3	Equipment for OTPs	60 days	Clifton, Karachi
Lot 4	IEC Registration Material (Printing)	90 days	Clifton, Karachi

Technical Specifications and Description

IEC Registration Material (Printing)

S.No	Form	Quantity	Specifications
1	Screening Register for Children + follow up	2,520,000 pages	-36,000 perforated pads of 70 leafs -A3 size -4+4 colors -80gm paper -Duplex printing
2	Screening Register PLW + Follow up	1,098,000 pages	-36,600 perforated pads of 30 leafs -A3 size -1 color -80gm paper -Duplex printing
3	Diarrhea Case Register	915,000 pages	-36,600 perforated pads of 25 leafs -A4 size -1 color -80gm paper -Duplex printing
4	Referral Slips	14,640,000 pages	-146,400 perforated pads of 100 leafs -A5 size -1 color -Carbonized 1+2 (white, light pink and blue)
5	LHW Monthly Screening Report	1,098,000 pages	-36,600 perforated pads of 30 leafs -A4 size -4 colors -Carbonized 1+1 (white and light pink)

6	LHS Consolidated Report (Children consolidated + PLW consolidated + Supplies Consolidated)	90,000 pages	-1,200 perforated pads of 75 leafs -A4 size -4 colors (Children consolidated), remaining 2 forms are in one color -Carbonized 1+1 (white and light pink)
7	OTP Register	246,000 pages	-2,460 perforated pads of 100 leafs -A3 size -1 color -Duplex printing
8	OTP Enrollment Form + Follow up	676,368 cards	-676,368 cards -A4 size card -1 color -Art card 210gm paper
9	OTP Transfer Slip	1,352,700 pages	-13,527 perforated pads of 100 leafs -A5 size -1 color -Carbonized copy 1+1 (white and light pink) -NCR paper
10	OTP (Monthly Report + Definition)	36,900 pages	-1,230 perforated pads of 30 leafs -A4 size -Carbonized copy 1+1 (white and light pink) -NCR paper
11	OTP Ration Card	676,368 cards	-676,368 cards -A5 size card -1 color -Art card 210gm paper

General Conditions of Contract

1. Definitions

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

2. Application

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

3. Country of Origin

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

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

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

4. Standards

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

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

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

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

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

5.4 The Supplier shall permit the Procuring agency to inspect the

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

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

Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

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

9. Packing

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

10. Delivery and Documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare Parts

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

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

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

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

15. Warranty

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

may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

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

18. Change Orders

- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within

thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

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

22. Delays in the Supplier's Performance

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

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

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

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from

the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

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

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

For the purpose of this clause:

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

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

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- (a) to have any portion completed and delivered at the Contract

terms and prices; and/or

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

28. Resolution of Disputes

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

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

Special Conditions of Contract

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

I. Definitions (GCC Clause 1)

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

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

GCC 1.1 (j)—The Project Site is: AAP, Health Department, Government of Sindh, 3rd Floor, Tughlaq House, Sindh Secretariat Building No.2, Kamal Atta Turk Road, Karachi.

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 10 % in shape of unconditional & irrevocable Bank Guarantee as per the format provided at Page 25: Form – 3 from any schedule Bank of Pakistan.

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

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Final acceptance shall be given after the satisfactory report from Procurement Committee of Accelerated Action Plan for Reduction of Stunting & Malnutrition. If the products are not up to the mark and quality, they will be rejected and returned to the supplier.

5. Packing (GCC Clause 9)

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

6. Delivery and Documents (GCC Clause 10)

All good shall be delivered in the office of Nutrition Support Program in Clifton, Karachi.

7. Insurance (GCC Clause 11)

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

8. Incidental Services (GCC Clause 13)

CC 13.1 – Incidental services to be provided are: -

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

9. Spare Parts (GCC Clause 14)

Not Applicable

10. Warranty (GCC Clause 15)

The warranty period shall continue for a period of 1 year from the date of delivery of goods.

11. Payment (GCC Clause 16)

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

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

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

12. Prices (GCC Clause 17)

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

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction: 0.5% per week upto 10% of the maximum

14. Resolution of Disputes (GCC Clause 28)

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

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

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

16. Applicable Law (GCC Clause 30)

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

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

17. Notices (GCC Clause 31)

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

AAP Health Department, Government of Sindh,
3rd Floor, Tughlaq House, Sindh Secretariat Building No.2, Kamal Atta
Turk Road, Karachi.

—Supplier's address for notice purposes:

The Time Press(Pvt)Ltd.

C-18, Al-Hilal Society, Off University Road Karachi-74800

Phone no.0213-4923259, 4913562

TENDER DOCUMENTS SOLD TO THE FOLLOWING COMPANIES

1. The Time Press
2. Agile Enterprises
3. Ehtesham Packages(Pvt) Ltd



No. HD/AAP/PRO-IEC/2018
GOVERNMENT OF SINDH
HEALTH DEPARTMENT

Karachi dated 07th May, 2018

To,

The Time Press(Pvt)Ltd.
C-18, Al-Hilal Society,
Off University Road
Karachi-74800
Phone no.0213-4923259, 4913562

Received
[Signature]

Subject: NOTIFICATION OF AWARD.

This is to notify you that your Bid dated March 29, 2018 for Procurement of **Printing of IEC Registration Material** for the accepted contract amount of Rs. **27,233,013.60** (Rupees Twenty-seven Million, Two Hundred Thirty-three Thousand, Thirteen and Sixty Paisa's only) is hereby accepted by our agency.

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

[Signature]
Program Coordinator
Accelerated Action Plan
Health Department, GoS

C.C:

The P.S to Secretary, Health Department, Government of Sindh